

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-11**

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2023-16**, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“Council”), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2023 and ending June 30, 2024 through the adoption and enactment of Oconee County Ordinance 2023-16; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2023-16 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2023-16 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

SECTION 1

Pursuant to S.C. Code Section 4-9-140, the 2023-2024 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:¹

¹ See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Highlighted sections are purposed to clearly show the changes from Ordinance 2023-16
Revenue Increase in Jet Fund and Interest Earnings to cover the increases in Expenditures

General Fund:	Ordinance 2023-01 Original	Ordinance 2023-16	Ordinance 2024-11
New Positions 13 (1/2 Year Funding)	-	389,260	389,260
1 Parks, Recreation & Tourism Employees Paid by ATAX	-	-	-
3% Cost of Living Increase for all except County Council	39,560	-	-
Sheriff Salary Increase (2/3rds Funding)	-	470,000	470,000
Salaries (General) Increase (2/3rds Funding)	-	445,804	445,804
Salary Savings (1.3%)	(356,765)	-	-
Notation of difference in Council Budget (Amendment Required)	(286,166)	-	-
Gasoline/Diesel Contingency	64,788	64,788	64,788
One Time Capital Request (New Fund)	592,250	-	-
Administrator Contingency	235,431	335,431	335,431
	289,098	1,705,283	1,705,283
Administrator	459,420	544,720	544,720
Airport	2,010,149	2,006,187	2,652,412
Assessor	1,120,767	1,146,282	1,146,282
Board of Assessment Appeals	7,714	7,714	7,714
Building Codes	749,387	717,039	853,186
Chau Ram Park	413,803	413,803	413,803
County Attorney	412,312	421,517	421,517
County Council	324,038	337,038	337,038
Debt Service Lease Payments	746,726	746,726	746,726
Delinquent Tax Collector	406,801	406,801	406,801
Department of Social Services	11,600	11,600	11,600
Economic Development	676,175	666,025	666,025
Facilities Maintenance	1,484,152	1,558,803	1,558,803
Finance Office	728,104	828,984	828,984
Fire/Emergency Services (Contracts & Non-Capital Moved to New Fund)	7,025,096	3,616,948	3,616,948
Health and Human Services Direct Aid (New Fund)	696,867	-	-
Health Department	28,700	28,700	28,700
High Falls Park	530,088	532,588	532,588
Human Resources	361,879	360,787	360,787
Information Technology	1,227,318	1,251,318	1,251,318
Legislative Delegation	105,301	105,301	105,301
Library	1,548,303	1,534,603	1,534,603
Magistrate	1,013,383	1,072,579	1,072,579
Non-Departmental	1,900,000	1,900,000	1,900,000
Other Financing Uses	85,000	85,000	789,000
Parks, Recreation and Tourism	883,197	883,997	883,997
Planning	452,836	439,757	439,757
Procurement	256,149	259,149	259,149
Register of Deeds	348,858	345,858	345,858
Roads and Bridges	3,208,431	2,926,950	2,926,950
Soil and Water Conservation District	83,138	95,915	95,915
Solid Waste	5,494,915	6,141,556	6,141,556
South Cove Park	625,241	637,241	637,241
Vehicle Maintenance	1,074,638	1,098,888	1,098,888
Veterans' Affairs	226,561	226,561	226,561
Voter Registration and Elections	310,059	394,059	394,059
Total General:	37,037,106	33,750,994	35,237,366
Elected/Appointed Officials:			
Auditor	681,098	774,243	774,243
Clerk of Court	803,899	902,623	902,623
Coroner	335,990	348,937	348,937
Probate Court	390,509	450,437	450,437
Public Defender	250,000	250,000	250,000
Sheriff	11,337,520	11,156,427	11,156,427
Animal Control	764,679	759,179	759,179
Communications	1,957,209	1,962,209	1,962,209
Detention Center	5,168,237	5,009,901	5,009,901
Solicitor	1,031,585	1,031,585	1,031,585
Treasurer	719,415	735,415	735,415
Total Elected Officials:	23,440,141	23,380,956	23,380,956
Total General Fund	60,766,345	58,837,233	60,323,605

Special Revenue Funds: [1]					
Emergency Services Protection	1,600,000		1,695,000		1,695,000
Victim Services - Sheriff's Office	123,336		123,336		123,336
Victim Services - Solicitor's Office	77,532		77,532		77,532
911 Fund	984,000		984,000		984,000
Tri-County Technical College	1,626,600		1,688,000		1,688,000
Road Maintenance Fund	2,545,000		2,545,000		2,545,000
Community Health and Human Services (New Fund)	-		4,402,000		4,402,000
Total Special Revenue Funds:		6,956,468		11,514,868	11,514,868
Capital Project Funds:[2]					
Economic Development	1,221,500		5,807,000		5,807,000
Bridge & Culvert Fund	590,000		620,000		620,000
Capital Equipment / Vehicle Fund	1,300,000		1,551,000		1,551,000
Parks, Recreation and Tourism	770,000		650,000		650,000
Fire/Emergency Services Capital Vehicle & Equipment (New Fund)	-		1,240,000		1,240,000
General Capital Request (New Fund)	-		1,740,000		2,444,000
Total Capital Project Funds:		3,881,500		11,608,000	12,312,000
Enterprise Fund:		8,513,000		7,881,250	7,881,250
Debt Service Fund:		1,857,268		1,964,034	1,964,034
Grand Total of all Funds FY 2023-2024		81,974,581		91,805,385	93,995,757
[1] See sections 3 – 14 below.					
[2] See sections 3 – 14 below.					

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 14 below) for the Oconee County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,688,000 for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee

County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,695,000 for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 3.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$620,000 for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 2.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$5,807,000 for the Economic Development Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30,

2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

A tax of 1 mill to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$650,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 9

A tax of 2 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,964,034 for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 10

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, 911 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 11

A tax of 2.3 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,551,000 for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent

such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 12

A tax of 2.0 mills to provide funding for the Fire / Emergency Services Capital Vehicle and Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,240,000 for the Fire / Emergency Services Capital Vehicle and Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Fire / Emergency Services Capital Vehicle and Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Fire / Emergency Services Capital Vehicle and Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 13

A tax of 2.0 mills to provide funding for the General One Time Capital Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$2,444,000 for the General One Time Capital Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the General One Time Capital Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the General One Time Capital Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 14

A tax of 7.1 mills to provide funding for the Community Health and Community Services Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$4,402,000 for the Community Health and Community Services Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Community Health and Community Services Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Community Health and Community Services Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 15

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2023, as a part of the budget authorized by this Ordinance.

SECTION 15

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

SECTION 16

All unexpended appropriations as of June 30, 2023, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

SECTION 17

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 18

The fees authorized for all County departments to charge for services of the County and to use for operations of the County are as set forth in a schedule of fees. This schedule of fees is included within **ATTACHMENT A**, which is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate County departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established in the fee schedule.

SECTION 19

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and County retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS**

OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS “AT WILL” AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

SECTION 20

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 21

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 22

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

SECTION 23

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ____ day of April, 2024.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: March 5, 2024
Public Hearing: March 19, 2024
Second Reading: March 19, 2024
Public Hearing: April 2, 2024
Third Reading: April 2, 2024

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2023-2024
ORDINANCE 2024-11

Section 1

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed Two Hundred Thousand and 00/100 (\$200,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer

exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

Section 7

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The per diem rates will be equal to the amounts published for the applicable time period and location by the United States General Services Administration. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2023, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be

divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;^[1] (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2023 and ending June 30, 2024.

Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2022) was \$11,260,698. Oconee County’s assigned fund balance as of the last audited fiscal year (2022) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Solid Waste rental/purchase of equipment required for concrete recycling:	\$ 20,994
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715

Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee

^[1] If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

Section 17

Allocation of proceeds from sale or disposal of Vehicles/Equipment shall be deposited into the Capital Equipment – Vehicle Fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity. All other proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund.

Section 18

Revenues collected from recycled concrete shall be designated for the rental / purchase of equipment required for concrete recycling.

Section 19

Due to the volatile petroleum market, a fuel contingency account in the Administrator's Department is required for FY 23-24. These funds will only be utilized, when required, for necessary fuel expenditure overages. Funding for the fuel contingency account will come from:

- FY 22-23 utility savings of up to \$50,000 (*contingent upon year end verification of availability*); and
- FY 22-23 unexpended salary funds of up to \$100,000 (*contingent upon year end verification of availability*).

Section 20

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.

Section 21

As previously approved by County Council, the funds hereby budgeted for the County Attorney may also, or in the alternative, be applied by the County Administrator toward the outside counsel fees of the current Interim County Attorney.

Budget Amendment 2024-11 Detailed Changes

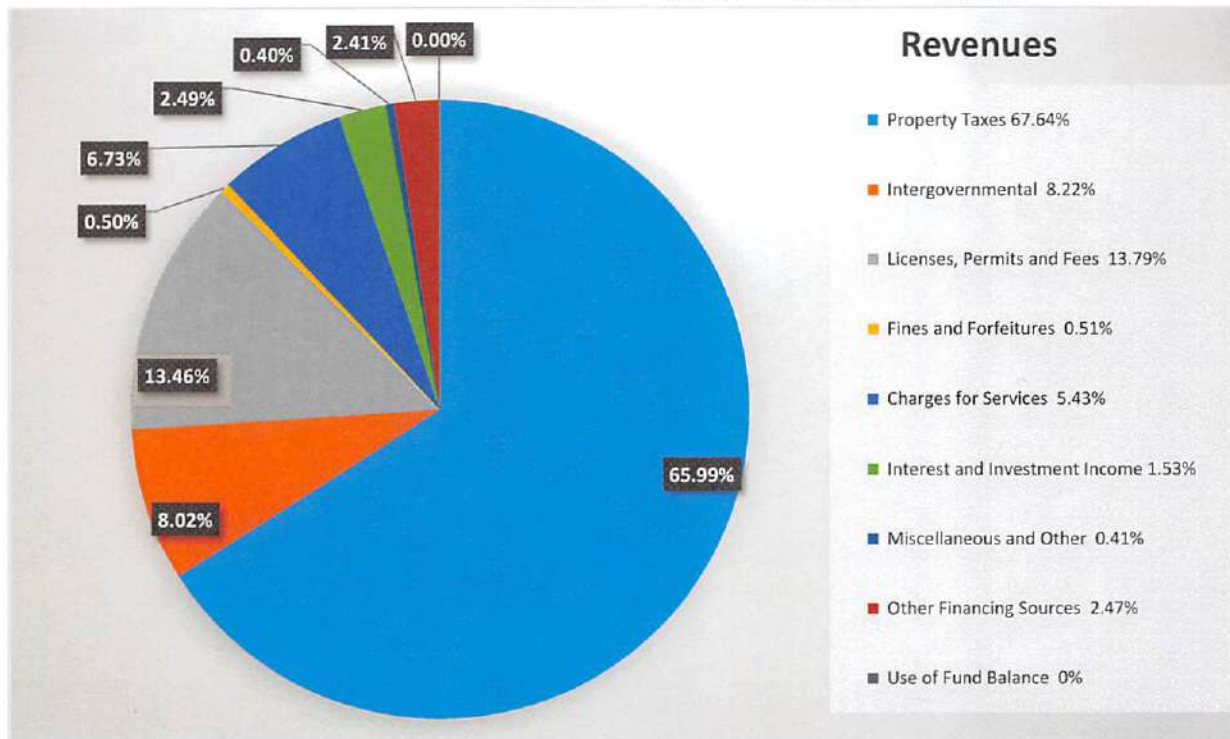
Account Number	Original Budget FY 2023-2024	Change	Amended Budget
Revenue AV Gas 010-080-00805-10980	225,000	115,000	340,000
Revenue Jet Fuel 010-080-00805-10990	1,550,000	750,000	2,300,000
Revenue Interest Earnings 010-080-00805-10330	900,000	600,000	1,500,000
		1,465,000	
Expenditure - Airport AV Gas 010-720-40980-00000	180,000	148,000	328,000
Expenditure - Airport Jet Fuel 010-720-40990-00000	975,000	483,000	1,458,000
Expenditure - Building Codes Professional 010-702-30025-00000	75,000	130,000	205,000
Other Financing Uses - One Time Capital Fund 340 010-095-00171-70340	-	704,000	704,000
		1,465,000	

Budget Amendment 2023-16 General Fund Total	58,837,233
Amendment 2024-11 Change	1,465,000
New Amended Budget General Fund	60,302,233

Oconee County, South Carolina
 General Fund Summary
 2023-2024 Budget

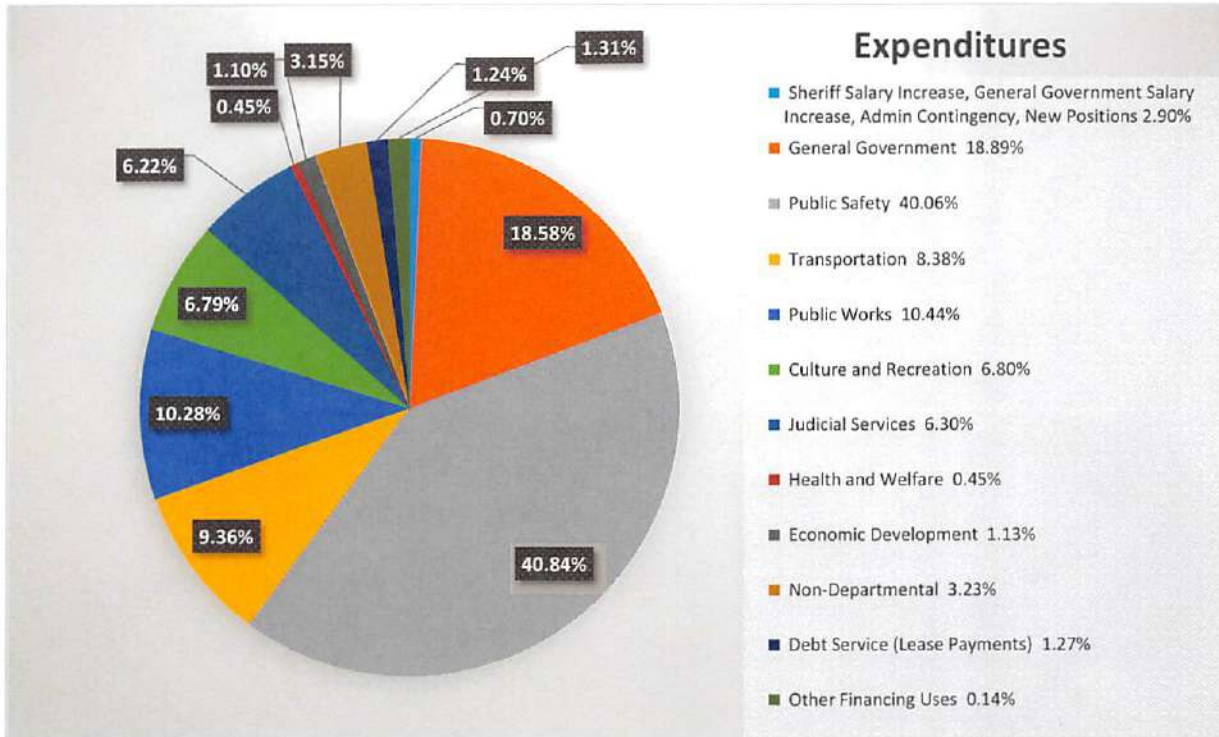
Revenues and Other Financing Sources							
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11		% Change from FY 2023
Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	39,796,440	Pg 5	-10.56%
Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,834,181	Pg 6	21.82%
Licenses, Permits and Fees	5,352,745	6,694,932	7,342,104	6,783,600	8,115,850	Pg 7	19.64%
Fines and Forfeitures	231,260	242,004	257,591	222,600	302,600	Pg 8	35.94%
Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	4,060,328	Pg 9	43.81%
Interest and Investment Income	903,344	75,750	-	200,000	1,500,000	Pg 10	650.00%
Miscellaneous and Other	210,933	267,164	254,689	242,214	242,214	Pg 11	0.00%
Other Financing Sources	3,052,463	805,631	2,893,684	1,879,297	1,450,620	Pg 12	-22.81%
Use of Fund Balance	-	-	-	384,056	-	N/A	
	52,530,020	53,858,020	61,196,396	60,997,020	60,302,233		-1.14%

2.528% 13.625% -0.326% -1.139%



Oconee County, South Carolina
 General Fund Summary
 2023-2024 Budget

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment	% Change from FY 2023
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591	
General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,205,367	6.80%
Public Safety	19,165,625	19,939,063	21,048,696	23,573,808	24,635,758	4.50%
Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,645,462	2.24%
Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113	13.91%
Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	4,093,184	2.09%
Judicial Services	2,801,152	2,898,988	2,946,805	3,414,755	3,749,147	9.79%
Health and Welfare	230,990	233,118	285,382	262,775	271,722	3.40%
Economic Development	564,167	581,958	530,555	665,752	666,535	0.12%
Non-Departmental	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
Debt Service (Lease Payments)	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	789,000	428.23%
	45,578,524	49,819,930	54,930,487	56,509,633	60,323,605	6.75%
Net Change in Fund Balance	6,951,496	4,038,089	6,265,909	4,487,387	(21,372)	
Actual Value of a Mill	545,613	561,398	586,604	602,892	620,000	



Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
General Government					
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591
Administrator (717)	421,698	368,142	446,949	450,553	544,720
Assessor (301)	982,480	977,340	967,481	1,096,607	1,175,192
Auditor (302)	503,692	520,741	590,127	667,476	775,510
Board of Assessment Appeals (303)	2,691	3,252	1,547	7,526	7,714
County Attorney (741)	321,500	321,864	374,996	404,792	421,517
County Council (704)	369,548	294,827	289,685	322,151	337,369
Delinquent Tax Collector (305)	321,423	378,409	375,455	448,571	410,176
Facilities Maintenance (714)	1,352,242	1,635,811	1,326,458	1,460,350	1,574,270
Finance Office (708)	607,173	695,773	737,673	715,308	837,963
Human Resources (710)	319,402	335,055	428,980	423,817	365,108
Information Technology (711)	907,661	906,987	1,056,544	1,211,401	1,251,318
Legislative Delegation (706)	94,577	94,905	92,659	102,957	105,301
Planning Commission (712)	286,705	230,074	335,477	444,572	444,712
Procurement (713)	151,019	168,821	187,041	250,378	263,628
Register of Deeds (735)	290,826	301,709	328,224	341,909	350,032
Soil and Water Conservation District (716)	68,319	80,945	75,211	81,981	97,101
Treasurer (306)	571,624	588,667	619,985	706,729	737,594
Vehicle Maintenance (721)	924,682	933,092	991,733	1,050,423	1,112,084
Voter Registration and Elections (715)	235,293	276,302	283,245	304,458	394,059
Total General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,205,367
Public Safety					
Animal Control (110)	640,343	643,774	638,161	713,941	765,019
Building Codes (702)	623,677	623,287	634,805	734,647	853,186
Communications (104)	1,605,604	1,651,216	1,754,918	1,916,158	1,987,207
Coroner (103)	249,964	257,253	306,492	328,596	371,104
Detention Center (106)	4,235,413	4,347,274	4,563,534	5,076,497	5,139,971
Fire/Emergency Services (107)	2,521,715	3,085,269	3,142,327	3,718,094	4,017,609
Sheriff (101)	9,288,909	9,330,990	10,008,459	11,085,875	11,501,661
Total Public Safety	19,165,625	19,939,063	21,048,696	23,573,808	24,635,758

Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Transportation					
Airport (720)	1,183,587	1,340,473	2,131,089	2,378,815	2,652,412
Roads and Bridges (601)	2,543,810	2,655,773	2,579,439	3,143,133	2,993,050
Total Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,645,462
Public Works					
Solid Waste (718)	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113
Total Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113
Culture and Recreation					
Chau Ram Park (205)	338,326	413,942	411,117	407,469	420,561
High Falls Park (203)	425,231	453,077	491,681	453,196	539,964
Library (206)	1,376,570	1,383,383	1,426,414	1,576,959	1,550,651
Parks, Recreation and Tourism (202)	576,333	587,530	620,851	970,004	891,180
South Cove Park (204)	471,103	518,809	606,025	601,882	690,828
Total Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	4,093,184
Judicial Services					
Clerk of Court (501)	654,713	681,337	741,393	788,291	912,008
Magistrate (509)	799,070	815,506	845,301	989,790	1,098,030
Probate Court (502)	353,803	360,145	348,316	381,670	452,757
Public Defender (510)	240,000	240,000	250,000	250,000	250,000
Solicitor (504)	753,566	802,000	761,795	1,005,004	1,036,352
Total Judicial Services	2,801,152	2,898,988	2,946,805	3,414,755	3,749,147
Health and Welfare					
Department of Social Services (402)	12,829	11,435	11,420	12,700	11,600
Health Department (403)	26,743	22,169	69,029	29,150	28,700
Veterans' Affairs (404)	191,418	199,514	204,933	220,925	231,422
Total Health and Welfare	230,990	233,118	285,382	262,775	271,722
Economic Development (707)	564,167	581,958	530,555	665,752	666,535
Non-Departmental (709)	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000
Debt Service Lease Payments	982,646	1,401,748	886,296	742,574	746,726
Other Financing Uses	275,000	140,000	1,718,765	149,367	789,000
Total Expenditures and Other Financing Uses	45,578,524	49,819,930	54,930,487	56,509,633	60,323,605
Net Change in Fund Balance Increase (Decrease)	6,951,496	4,038,089	6,265,909	-	(21,372)

**Oconee County, South Carolina
Charges for Services
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010-080-00805-00203	High Falls Park	131,234	220,987	220,798	225,000	225,000
010-080-00805-00204	South Cove Park	305,344	458,375	439,026	460,000	460,000
010-080-00805-00205	Chau Ram Park	32,906	79,302	85,946	85,000	85,000
010-080-00805-00306	PRT Season Pass/Treasurer	875	850	815	500	500
010-080-00805-00950	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	80,000
010-080-00805-10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010-080-00805-10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010-080-00805-10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010-080-00805-10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010-080-00805-10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010-080-00805-10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010-080-00805-10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010-080-00805-10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010-080-00805-10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010-080-00805-10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
010-080-00805-62051	Fairplay Recreation Area Revenue	5,150	3,787	3,092	3,500	-
010-080-00805-62052	Lawrence Bridge Rec Area Revenue	4,463	3,505	2,512	3,500	-
010-080-00805-62053	Mullins Ford Rec Area Revenue	273	445	336	500	-
010-080-00805-62054	Choestoea Landing Revenue	1,062	1,721	962	1,600	-
010-080-00805-62055	Port Bass Landing Revenue	10	-	-	-	-
010-080-00805-62056	Seneca Creek Landing Revenue	3,220	2,543	1,095	2,500	-
010-080-00805-62057	South Union Landing Revenue	901	487	333	500	-
010-080-49807-14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	250,000
010-080-49807-14910	Solid Waste - Mulch Sales	8,874	-	-	-	-
Total	Total Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	4,060,328

Oconee County, South Carolina
Interest and Investment Income
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Multiple Account Numbers	Interest - Administrative Investment Accounts	903,344	75,750	-	200,000	1,500,000
Total	Total Interest and Investment Income	903,344	75,750	-	200,000	1,500,000

LGIP Average Monthly Rates

The average monthly rates, reflect an average of the daily rate to partic, refer to your statements for actual monthly rate.

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
July	0.28	0.71	1.08	2.07	2.42	0.50	0.11	1.72
August	0.30	0.70	1.06	2.10	2.28	0.34	0.10	2.32
September	0.35	0.78	1.08	2.09	2.18	0.28	0.10	2.62
October	0.40	0.77	1.10	2.26	2.08	0.21	0.10	3.24
November	0.39	0.78	1.12	2.31	1.92	0.17	0.11	3.94
December	0.49	0.86	1.24	2.39	1.84	0.16	0.14	4.32
January	0.57	0.90	1.35	2.43	1.81	0.16	0.15	4.57
February	0.63	0.92	1.44	2.43	1.74	0.14	0.17	4.75
March	0.70	0.97	1.68	2.47	1.58	0.13	0.34	4.85
April	0.67	1.01	1.88	2.45	1.40	0.13	0.52	5.10
May	0.69	1.01	1.94	2.41	1.00	0.11	0.87	5.27
June	0.70	1.07	2.01	2.30	0.76	0.09	1.26	5.35

**Oconee County, South Carolina
Airport (720)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010	720	10110	00000	Salary and Wages	280,867	333,967	287,498	396,275	423,829
010	720	10710	00000	Overtime	11,111	15,183	22,691	10,000	5,500
010	720	20013	00000	Social Security	21,333	26,041	23,272	31,463	31,679
010	720	20014	00000	Retirement	42,497	52,384	48,013	71,520	76,858
010	720	20015	00000	Workers Compensation	9,742	13,309	14,035	13,750	13,084
010	720	20016	00000	Health Insurance	53,645	54,834	63,973	82,251	73,112
010	720	20027	00000	Dental Insurance	823	3,300	3,850	4,950	4,400
010	720	20028	00000	Vision Insurance	19	600	700	900	800
Salary and Wage Totals					420,037	499,618	464,032	611,109	629,262
010	720	30018	00000	Travel	-	-	493	-	-
010	720	30024	00000	Equipment Maintenance	4,764	5,082	5,385	6,000	6,000
010	720	30025	00000	Professional	80,403	64,074	74,808	77,000	85,000
010	720	30037	00000	Equipment Rental	7,730	17,470	(10,609)	25,000	25,000
010	720	30041	00000	Airport Shuttle Service - Sr. Solutions	1,485	-	-	-	-
010	720	30056	00000	Data Processing	-	-	1,860	3,500	3,500
010	720	30059	00000	Copier Click Charges	541	555	912	750	750
010	720	30080	00000	Dues: Organizations	285	250	250	450	450
010	720	30084	00000	School/Seminar/Training/MTG	688	100	75	1,500	1,000
010	720	30090	00000	Commission Honoraria	700	600	700	700	700
010	720	33022	00000	Building/Grounds Maintenance	23,021	37,903	39,768	25,000	25,000
010	720	33022	97122	Maint Bldgs/Grounds SCAC Grant Match	-	6,300	-	-	-
010	720	34043	00000	Electricity	22,702	21,727	24,732	23,000	23,000
010	720	34044	00000	Water/Sewer/Garbage	1,517	1,689	1,714	1,000	2,000
010	720	40027	00000	Safety Equipment	1,647	1,121	1,706	2,000	2,000
010	720	40031	00000	Small Equipment	5,840	3,401	4,219	4,500	4,500
010	720	40032	00000	Operational	7,224	6,938	8,338	8,000	8,000
010	720	40033	00000	Postage	202	90	150	250	250
010	720	40034	00000	Food	965	788	1,193	1,000	1,000
010	720	40045	00000	IT Replacement Eq/Software	-	-	2,204	-	-
010	720	40065	00000	Uniforms/Clothing	869	1,315	2,066	2,000	2,000
010	720	40932	00000	Airport Resale Items	1,260	1,561	1,313	2,000	2,000
010	720	40980	00000	Aviation Gas	160,950	179,257	256,285	180,000	328,000
010	720	40990	00000	Jet Fuel	399,063	442,361	1,176,665	975,000	1,458,000
010	720	60990	00000	Credit Cards Processing Fees	26,072	30,584	48,873	30,000	30,000
010	720	80720	00000	Vehicle Maintenance	12,290	12,474	15,173	10,000	10,000
010	720	09999	00000	Grant Match	-	-	-	384,056	-
010	720	81720	00000	Gasoline	1,470	2,664	3,388	3,000	3,000
010	720	82720	00000	Diesel	1,862	2,551	5,394	2,000	2,000
Expenditure Total					763,550	840,855	1,667,057	1,767,706	2,023,150
Department Total					1,183,587	1,340,473	2,131,089	2,378,815	2,652,412

Airport (720)
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Direct Revenue						
010 080 00805 10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010 080 00805 10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010 080 00805 10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010 080 00805 10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010 080 00805 10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010 080 00805 10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010 080 00805 10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010 080 00805 10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010 080 00805 10915	Airport Special Events	5,017	750	1,375	-	-
010 080 00805 10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010 080 00805 10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010 080 00805 10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
Departmental Direct Revenue		1,241,035	1,491,771	2,611,110	1,710,728	2,959,828
Other Revenue		-	-	-	-	-
Cost in Tax Dollars		(57,448)	(151,298)	(480,021)	668,087	(307,416)
Estimated Millage		-0.11	-0.27	-0.82	1.14	-0.51
Percentage of Budget		2.60%	2.69%	3.88%	4.33%	4.69%
Life After Lock-Up		1	1	1	1	1
Full Time Employees		7	7	7	7	7

**Oconee County, South Carolina
Building Codes Department (702)
2023-2024 Budget**

Account Number				Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
10	702	10110	00000	Salary and Wages	329,910	331,647	382,916	361,702
10	702	10710	00000	Overtime	9,048	6,516	10,000	10,000
10	702	20013	00000	Social Security	24,971	25,107	30,078	30,980
10	702	20014	00000	Retirement	52,629	55,677	68,713	70,774
10	702	20015	00000	Workers Compensation	8,505	9,662	9,628	9,917
10	702	20016	00000	Health Insurance	73,112	63,973	73,112	73,112
10	702	20027	00000	Dental	4,400	3,850	4,400	4,400
10	702	20028	00000	Vision	800	700	800	800
				Salary and Wage Totals	503,375	497,132	579,647	561,686
10	702	30025	00000	Professional	60,687	48,297	75,000	205,000
10	702	30056	00000	Data Processing	34,309	32,620	35,500	42,000
10	702	30059	00000	Copies	829	1,198	3,500	3,500
10	702	30080	00000	Dues: Organizations	479	511	2,500	2,500
10	702	30084	00000	Staff Development	5,091	2,396	10,000	10,000
10	702	40027	00000	Safety Equipment	625	700	2,500	2,500
10	702	40031	00000	Small Equipment	306	4,838	2,000	2,000
10	702	40032	00000	Operational	2,060	1,701	4,000	4,000
10	702	40045	00000	IT Replacement	-	1,470	-	-
10	702	40065	00000	Uniforms/Clothing	1,913	2,431	3,500	3,500
10	702	50870	00000	Capital Vehicles	-	20,000	-	-
10	702	80702	00000	Vehicle Maintenance	3,733	5,889	4,500	4,500
10	702	81702	00000	Gasoline	9,880	15,622	12,000	12,000
				Expenditure Total	119,912	137,673	155,000	291,500
				Department Total	623,287	634,805	734,647	853,186
Direct Revenue								
10	80	805	13700	Building Codes	1,333,492	1,458,453	1,500,000	2,000,000
10	80	805	13701	Building Codes Mobile Home Fees	22,705	23,590	20,000	22,000
10	80	805	13705	Building Codes Plan Review Fees	162,284	92,761	175,000	175,000
10	80	805	13706	Subdivision Plan Review Fees	5,800	4,750	5,000	20,000
10	80	805	10370	Communication Tower Fees	36,000	53,000	32,000	32,000
10	80	805	60735	One Stop Recording Fees	6,915	6,425	5,000	5,000
				Departmental Total Direct Revenue	1,567,196	1,638,979	1,737,000	2,254,000
				Other Revenue	64,456	50,421	74,320	105,469
				Cost in Tax Dollars	(1,008,365)	(1,054,595)	(1,076,673)	(1,506,283)
				Estimated Millage	-1.80	-1.80	-1.84	-2.50
				Percentage of General Fund Budget	1.25%	1.16%	1.34%	1.51%
				Total Full Time Employees	7	7	8	7

Oconee County, South Carolina
 Other Financing Uses
 2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010 095 00171 70012	Transfer To Capital Projects Fund - Westminster Magistrate	-	-	500,490	-	-
010 095 00171 70013	Transfer Out - 13 Fund	-	-	37,275	-	-
010 095 00171 70210	Transfer To Sheriff's Victim Services 210 Fund	-	85,000	137,000	40,000	40,000
010 095 00171 70215	Transfer To Solicitor's Victim Services 215 Fund	-	55,000	110,000	45,000	45,000
010 095 00171 70017	Transfer to Rock Quarry for COLA Increase	-	-	-	64,367	-
010 095 00171 70325	Transfer to Capital Equipment - Vehicle Fund	275,000	-	-	-	-
010 095 00171 70340	Transfer to One Time Capital Equipment	-	-	-	-	704,000
010 095 00171 70515	Transfer Out - 515 Fund - FOCUS	-	-	934,000	-	-
Total Other Financing Uses		275,000	140,000	1,718,765	149,367	789,000

Direct Revenue						
Departmental Total Direct Revenue						
	Other Revenue	45,139	14,478	136,518	15,111	97,534
	Cost in Tax Dollars	229,861	125,522	1,582,247	134,256	691,466
	Estimated Millage	0.42	0.22	2.70	0.23	1.15
	Percentage of General Fund Budget	0.60%	0.28%	3.13%	0.27%	1.40%
	Total Full Time Employees	-	-	-	-	-



Oconee County, South Carolina
Capital Request Fund New Fund 340
2023-2024 Budget

Account Number	Description	FY 2024 Budget Amendment
	Number of Mills	2.0
Revenues		
	Capital Request Millage	1,240,000
	Transfer In from General Fund	704,000
	Transfer In from TCTC	500,000
	Total Revenues	- 2,444,000
Expenditures		
	Airport	
	Capital Land - Hamilton Property	17,250
	Communications	
	Capital Equipment - Bad Creek Tower Radio Site	85,000
	Capital Equipment - Salem Water Radio Site	65,000
	Capital IT Equipment/Software - HCTC Backup 911 Final	15,000
	Detention Center	
	Maintenance on Building/Grounds - Bar Screen	150,000
	Maintenance on Building/Grounds - Sheriff's Sub-Stations	20,000
	Facilities Maintenance	
	Maintenance on Building/Grounds - Carpet for Public Defender	20,000
	Solid Waste	
	Capital Expenditure Equipment - 6 Recycling 30 Yard Containers	48,000
	Capital Expenditure Equipment - 6 to 8 Compactors/Containers	127,000
	Capital Expenditure Buildings/Grounds - Storage Garage for Supplies	25,000
	Capital Equipment - Transfer Station Wheel Loader	380,000
	Capital Equipment - 110 horse mowing tractor	120,000
	Vehicle Maint	
	Capital Equipment - Tire Mounting Machine and Balancer	20,000
	Unforeseen Emergency	1,351,750
	Total Expenditures	- 2,444,000
	Net Fund Balance	- -

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-04**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF A COMMERCIAL JUNKYARD ORDINANCE, TO BE ENTITLED “COMMERCIAL JUNKYARDS”; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding an ordinance regulating commercial junkyards in the unincorporated areas of the County, such ordinance to be entitled “Commercial Junkyards,” a copy of which is attached hereto as Exhibit A; and

WHEREAS, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised by adding Article X, entitled “Commercial Junkyards,” as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Exhibit A, and directs that it be codified in Chapter 32, Article X of the Oconee County Code of Ordinances.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

Exhibit A

[See Attached]

EXHIBIT A TO ORDINANCE 2024-04
DRAFT OF COMMERCIAL JUNKYARD ORDINANCE

CHAPTER 32

ARTICLE X. - COMMERCIAL JUNKYARDS

Sec. 32-751. - Findings.

The County finds that Commercial junkyards:

- a) Provide a necessary service to County residents; and
- b) Contribute to the economy and tax base of the County; yet
- c) Pose a potential hazard to the health, safety, and general welfare of the citizens of the County;
- d) Can depreciate the value of surrounding property;
- e) Can attract and harbor mosquitoes or other insects, snakes, rats, and other pests and vermin;
- f) Pose a potential threat of injury to children and other individuals who may be attracted to the premises; and
- g) Can be a visual blight and depreciative to the aesthetic quality of the environment of the County.

Sec. 32-752. - Purpose.

- a) The purpose of this Article is to provide for the regulation of existing and proposed Commercial junkyards under the Unified Performance Standards contained in Chapter 32 of the Oconee County Code of Ordinances.
- b) S.C. Code Sections 4-9-25 and 4-9-30 give Oconee County the authority to enact regulations, resolutions, and ordinances relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein. In order to accomplish these purposes, the County Council enacts these regulations with respect to Commercial junkyards.
- c) It shall be unlawful for any person, corporation, or other business entity to maintain a Commercial junkyard except pursuant to the provisions of this Article.

Sec. 32-753. - Definitions.

As used in this Article, the following terms shall have the meanings given below:

Commercial junkyard shall mean any land or area used, in whole or in part, as a business with the intent to generate revenue from the storage, handling, or selling of *Junk*. This definition does not include facilities which are an essential part of wrecker, towing, or impoundment services, or County-operated or approved and permitted sanitary landfills. Further excluded from this Article are temporary business operations such as garage or yard sales, which are related to a specific event of a limited time and limited duration.

Fence shall mean a substantial, continuous barrier constructed in a commercially appropriate and sound manner and extending from the surface of the ground to a uniform height of not less than six feet. The finished side of the *Fence* shall face the public and be constructed of treated lumber, stockade, masonry, chain link, woven wire, or other approved material. Fabric *Fences* shall be not allowed.

Junk shall mean, by way of example and not limitation: abandoned barrels or drums; dismantled or inoperable industrial or commercial equipment or machinery being salvaged for parts; and the following old, scrap, or used items: metal; rope; rags; batteries; tires; paper; cardboard; plastic; rubber; pallets; appliances; motors; industrial or commercial fixtures; rubbish and trash; debris; wrecked, dismantled, or disabled motor vehicles, watercraft, and aircraft, or parts thereof; and other old or scrap ferrous or nonferrous material.

Public building shall mean any building owned, leased, held, or operated by the United States, the state, the County, a city, a special purpose district, or any local, state, or federal governmental agency or political subdivision, which building is used for a governmental or other public purpose.

Right-of-way shall denote the limits of public and private roads, including the full property interest or easement area thereof. On County roads, when there is no deeded *Right-of-way* or similar instrument governing road access and use, the *Right-of-way* shall include all portions of the road used for travel, maintenance, and support, and including all accessory structures and features.

Scenic highway/scenic byway shall mean a road or highway under federal, state, or County jurisdiction that has been so designated through legislation, ordinance, or other official declaration because of its scenic, historic, recreational, cultural, archeological, or natural qualities. An official declaration is an action taken by an individual, board, committee, or political subdivision acting with the granted authority on behalf of the federal, state or County government.

Setback shall refer to the required minimum distance, as established in this Article, between a *Fence* and the nearest property line, *Right-of-way*, body of water, *Scenic highway/scenic byway*, or heritage corridor.

Temporary storage service shall be defined as not exceeding 90 days from the date possession or custody of the vehicle is obtained, except when possession is pursuant to a court order.

Wrecker, towing and impoundment service shall mean an establishment or place of business that provides towing or *Temporary storage services* for currently licensed and currently registered vehicles that have been wrecked or repossessed, or whose possession is by virtue of court order, a copy of which is in the possession of the proprietor of such service or affixed to the vehicle.

Sec. 32-754. - Regulation of Commercial Junkyards.

- a) Every *Commercial junkyard* must be enclosed on all sides by a *Fence* that is not less than six feet in height. Commercially reasonable efforts, made in good faith and appropriate to the nature of the operation as carried out in a customary and safe manner, must be employed so that the *Fence*, along with adjacent vegetation (either existing or planted for these purposes), conceals the view of all *Junk* from public roads and private property. Further, the *Fence* shall be constructed and maintained so that the *Commercial junkyard* has an established barrier to deter access by children or other trespassers.
- b) Each *Commercial junkyard Fence* shall be *Setback* as follows:
 - (1) Subject to the provisions of S.C. Code Section 57-27-10, et seq. (the South Carolina “Junkyard Control Act”), two hundred and fifty feet from all *Rights-of-*

- way held by the federal or state government, including any agency thereof.
- (2) One hundred (100) feet from the *Rights-of-way* of all County roads.
 - (3) Fifty (50) feet from all property lines.
 - (4) One hundred (100) feet from the ordinary high-water mark of all bodies of water, including, by way of example and not limitation, lakes, bays, ponds, rivers, streams, creeks, and reservoirs.
 - (5) Five hundred (500) feet from all designated *Scenic highways/scenic byways*.
 - (6) Five hundred (500) feet from any federally designated heritage corridor.

If more than one *Setback* requirement applies, the greater distance shall be enforced.

- c) No *Commercial junkyard* shall be located within 1,000 feet of a church, school, daycare center, nursing home, health care facility, hospital, *Public building*, or public recreation facility.
- d) All *Junk* shall be stored within the *Fenced* area of the *Commercial junkyard*. The *Setback* area, being the area between the required *Fence* and the roadway, waterway, property line, etc., shall be maintained in a clean manner and shall not be used for storing, loading, or unloading *Junk*.
- e) Each *Commercial junkyard* shall apply to the South Carolina Department of Health and Environmental Control (DHEC) for an appropriate National Pollutant Discharge Elimination System (NPDES) permit, unless the applicant can show that an NPDES permit is not required by DHEC for the subject *Commercial junkyard*. The NPDES permit must be appropriately maintained during the course of operations.
- f) Each *Commercial junkyard* shall comply with all applicable chapters of the International Fire Code with South Carolina modifications, along with all applicable statutory and regulatory laws addressing the handling, storage, and disposal of hazardous waste, along with any applicable manufacturer's instructions and industry standards.
- g) Electric vehicle batteries shall not be stored or handled at a *Commercial junkyard* unless such storage or handling is expressly permitted by, and such activity is done in strict compliance with, applicable hazardous waste regulations promulgated by the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, the United States Environmental Protection Agency (EPA), and any other entity of competent jurisdiction. Electric vehicle batteries are generally considered "Universal Waste" by the EPA and DHEC due to, among other factors, characteristics of ignitability and reactivity, and consequently must be carefully managed. Current DHEC regulations governing the handling of Universal Waste are located at S.C. Code Ann. Regs. 61-79.273.1, *et seq.*

Sec. 32-755. - Existing nonconforming Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.

- (a) Any existing *Commercial junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted has eight (8) months from the date this Article is enacted ("*Registration deadline*") to register the *Commercial junkyard* with the County in order to obtain grandfathered status. The County will identify and track the subject property as a "*Commercial junkyard*." Any existing *Commercial junkyard* not registered by the *Registration deadline* will not obtain, and will lose, grandfathered status.
- (b) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* shall be deemed a "*Nonconforming Commercial Junkyard*," and shall be exempt from the requirements of Section 32-754 (a) through (d) of this

Article. All *Commercial junkyards, however*, shall comply with Section 32-754 (e) through (g).

- (c) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* will be treated as a *Nonconforming Commercial junkyard*, unless or until one of the following conditions arise:
 - 1. Operations are abandoned for a period of twelve (12) months or more.
 - 2. The storage or handling area reserved for *Junk* is expanded by fifteen (15%) percent or more.
 - 3. Operations expand beyond the original footprint to cross a road, or drive, or driveway- which services non-related parcels, or expands into a separate parcel of land.
 - 4. A government agency or court of competent jurisdiction issues an order or similar enforcement document, finding a health or safety violation at the *Nonconforming Commercial junkyard*, which is the second such enforcement action at the *Nonconforming Commercial junkyard* within a twelve (12) month period.
- (d) Once a *Nonconforming Commercial junkyard* loses its grandfathered status as a result of a condition noted in Section 32-755 (a) and (c), it must comply with the terms of this Article and the following provisions from Section 32-754 shall apply:
 - 1. Section 32-754 (a) – Regarding Fencing. All *Fencing* requirements shall apply. The business shall have eighteen (18) months after losing grandfathered status to comply with the *fencing* requirements.
 - 2. Sections 32-754 (b) and (c) – Regarding Setbacks. All *Setbacks* shall apply, unless the formerly grandfathered *Commercial junkyard* had existing setbacks of less than the Article requirements, at which point, no future expansion into, and in the direction of, the *Setbacks* stated in this Article is permitted.
 - 3. Section 32-754 (d) through (g) shall apply as written.

Sec. 32-756. - Provisions for administration.

- (a) No person shall maintain a *Commercial junkyard* except and unless the owner or operator has an approved *Commercial junkyard* Registration or Application, as appropriate to the nature of the operation, from the County Planning Department.
 - 1. A *Commercial junkyard* Application shall consist of:
 - i. A properly completed application form submitted to the County Planning Department. The County Planning Department shall furnish the application form.
 - ii. A site plan showing all required items from Section 32-754 (a) through (d).
 - iii. All necessary permits from governing federal, state, or local authorities.
 - iv. A certificate of compliance prior to starting operations.
 - 2. A *Nonconforming Commercial junkyard* Registration shall consist of:
 - i. A properly completed registration form submitted to the County Planning Department. (Note the timing requirements established in Section 32-755(A), above.) The County Planning Department shall furnish the registration form.
 - ii. Provide a site plan showing the area being utilized as a *Commercial junkyard*; the site plan will establish the boundaries of the *Commercial junkyard* and will control future expansion.
- (b) Fees, if any, for the required Registration or Application, as appropriate to the nature of the operation, shall be established and published by the County Council.
- (c) The enforcement of this Article shall be the responsibility of the County Planning Director or their designee.
- (d) Any applicant or other affected party shall have the right to appeal a decision of the Planning

Director to the County Planning Commission.

- (e) Penalties for noncompliance. Any violation of this Article shall be a misdemeanor and, upon conviction, is punishable to the full extent of the jurisdictional limits of magistrate courts located in the County. Additionally, or alternatively, the County may pursue civil litigation to compel compliance, including the pursuit of injunctive relief, damages, and other available relief.

Sec. 32-757. - Site Remediation

- (a) An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* (see section 32-755(c) and (d)) must submit a proposed "Site Remediation Plan" for implementation at the end of operations of the *Commercial Junkyard*. The plan must include, at a minimum, the following information:
 1. Proposed practices, policies, procedures, and timelines to remove and properly dispose of all remaining *Junk*;
 2. Plans for an environmental assessment of the property, including the planned methods of mitigation and treatment in relation to any soil, subsurface / ground water, or other type of contamination;
 3. Manner and type of revegetation and restoration of the *Commercial junkyard* area to stabilize the soil and minimize erosion, protect water quality, and to otherwise minimize any negative environmental impact resulting from the *Commercial junkyard* use;
 4. Method of compliance with DHEC environmental regulations, including NPDES permitting requirements, as applicable; and
 5. Method of ensuring the site is secure to protect it from looting, loitering, trespassing, and similar activities.
- (b) The site remediation plan must provide that the remediation activities will be completed within six (6) months after the closing of, or ceasing operations at, the *Commercial junkyard*.

Sec. 32-758. - Bonding

An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* shall file with the Planning Director, and maintain in force, a performance bond to ensure the satisfactory completion of the Site Remediation Plan. All bonds must be in favor of Oconee County with acceptable surety provisions and procedures, as determined in Oconee County's sole discretion. The amount of each bond must be sufficient to ensure the appropriate remediation of the entire area of the *Commercial Junkyard*, consistent with the approved Site Remediation Plan.

Sec. 32-759 through Sec. 32-800 – Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-09**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

WHEREAS, the Oconee Joint Regional Sewer Authority (“OJRSA”) wishes to acquire from the County, and the County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

2024-09 EXHIBIT A

STATE OF SOUTH CAROLINA)
)
) **SEWER INFRASTRUCTURE EASEMENT AGREEMENT**
COUNTY OF OCONEE)

KNOW ALL MEN BY THESE PRESENTS that Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter “Grantor”) in consideration of the sum of one (\$1) dollar and other valuable consideration, paid by the Oconee Joint Regional Sewer Authority (hereinafter “Grantee”), the receipt of which is acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive easement over certain lands of Grantor commonly known as the Seneca Rail Park (tax parcel numbers 240-00-04-014 and 540-36-10-017), lying and being situate in the County and State aforesaid, such easement areas being more particularly shown on a survey by _____, dated _____, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Easement Premises”).

Grantor warrants that it may legally grant an easement with respect to the Easement Premises.

The easement acquired herein is and does convey to Grantee, its successors and assigns, the following rights:

- a) The right and privilege of entering upon the Easement Premises to construct, maintain, and operate within the limits of the same pipelines, manholes, and any other adjuncts deemed by Grantee to be commercially and reasonably necessary for the purpose of conveying sanitary sewage and industrial waste, and to make such relocations, changes, renewals, substitutions, replacements, and additions within the Easement Premises from time to time as deemed necessary by Grantee and as consented to by Grantor in writing, which consent shall not be unreasonably withheld, delayed, or conditioned.
- b) The right, at all times, with prior written approval by Grantor, to keep cut away and clear of the said Easement Premises any trees, shrubs, crops, or other vegetation whose root system may reasonably be expected to endanger or injure the pipelines or their appurtenances, or to interfere in their proper operation or maintenance.
- c) The right of ingress or egress from the Easement Premises over and across other lands of Grantor by means of existing roads, routes or drives, as shall occasion the least practical damage and inconvenience to Grantor and provided further that such right of ingress and egress shall not extend to any portion of the Easement Premises which is reasonably accessible or adjacent to any public road or highway at such place that access may be had therefrom. If Grantee finds it necessary to cross other lands of Grantor, then Grantee will receive prior written approval and will be responsible for any damages done to such land, growing crops, trees, fences, driveways, etc. resulting from the exercise of its right of ingress and egress.
- d) All merchantable or reasonably usable (as determined by Grantor in its sole discretion) timber removed from the Easement Premises during construction of the system or during subsequent maintenance or repair thereof shall, upon written request of Grantor, be cut in such lengths and placed in such locations as directed by Grantor. Grantor shall give such notice of the desire to salvage such removed trees and timber and the length at which same is to be cut, in writing to the Oconee Joint Regional Sewer Authority, 623 Return Church Road Seneca, South Carolina 29678.
- e) SPECIAL CONDITIONS: N/A

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

- 1) Grantor shall not damage or cause to be damaged through acts of Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by Grantor within the Easement Premises without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned.

- 3) Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by Grantor over, through or across the Easement Premises shall be done at the peril of Grantor. Therefore, Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement, or maintenance is occasioned by the negligence or willful misconduct of Grantee.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow Grantor to connect and attach onto the sewer line(s), in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to regulations, standards, and specifications promulgated, and plans approved, by Grantee. In addition, Grantee covenants that the user's charge applicable to Grantor shall not be greater than charges made to others of that class of use similar to Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance, or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to Grantor's property caused by Grantee's activities, shall be replaced or repaired by Grantee to the satisfaction of Grantor.
- j) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor's property any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.
- k) The easement rights granted hereby shall be perpetual and run with the land except that they shall automatically terminate should Grantee, or any of its successors or assigns, cease to operate on or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

Subject to the terms of subsection (k) above, the failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and from time to time to exercise any and all of them.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto placed their Hands and affixed their Seals, individually or by their officer(s) and agent(s) authorized to do so, this _____ day of _____, 2024.

SIGNED sealed and delivered
In the presence of:

1st Witness Signature (1) _____
Grantor Signature

1st Witness Name (Printed) Grantor Name (Printed)

2nd Witness Name (2) _____
Grantee Signature

2nd Witness Name (Printed) Grantee Name (Printed)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantor _____ and sign, seal, and as the act and deed of said Grantor deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2024.

Notary Public of South Carolina (SEAL) _____
(Witness)

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantee _____ and sign, seal, and as the act and deed of said Grantee deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

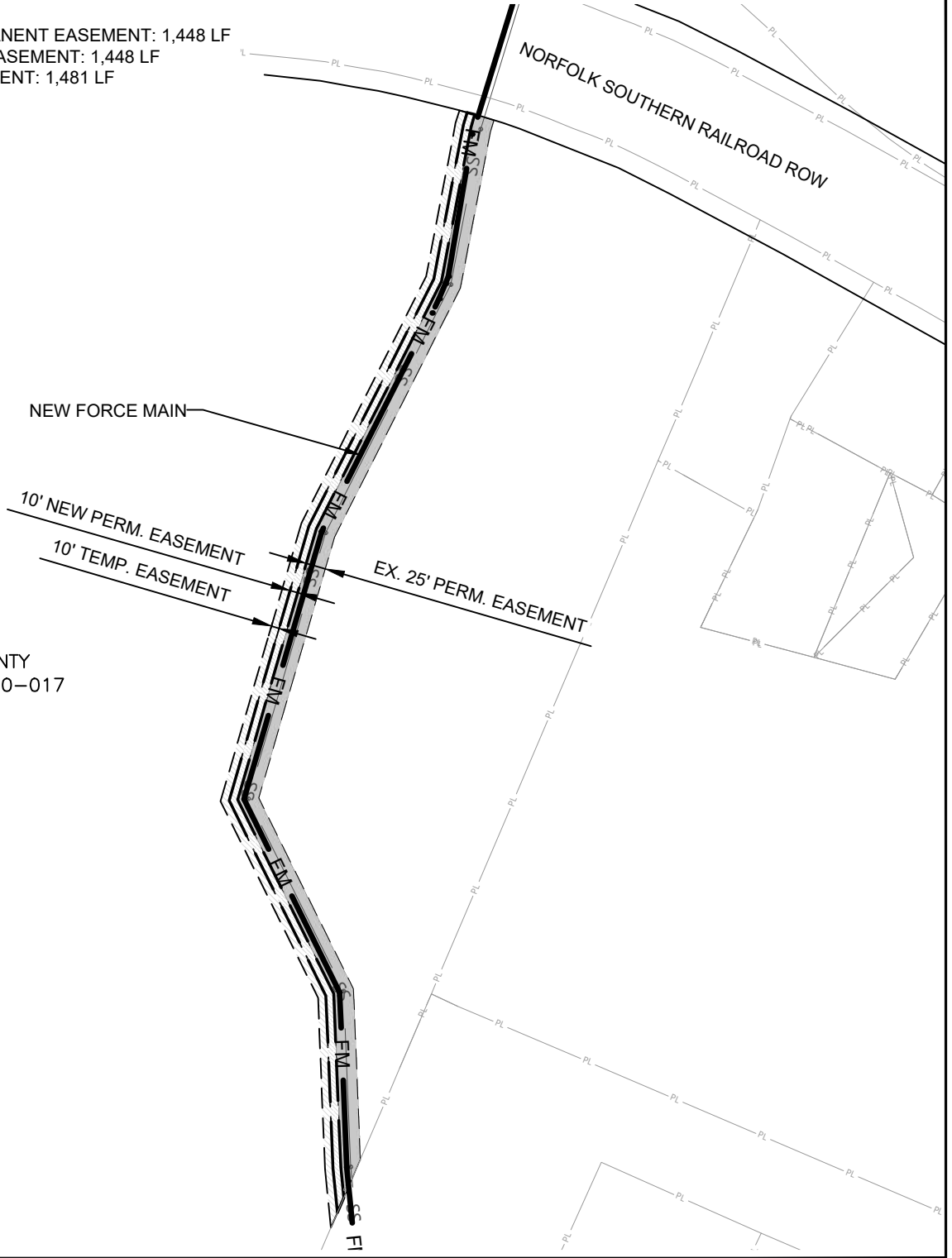
Sworn to before me this _____ day of _____, 2024.

Notary Public of South Carolina (SEAL) _____
(Witness)

My Commission Expires: _____



LENGTH OF EXISTING PERMANENT EASEMENT: 1,448 LF
 LENGTH NEW PERMANENT EASEMENT: 1,448 LF
 LENGTH TEMPORARY EASEMENT: 1,481 LF

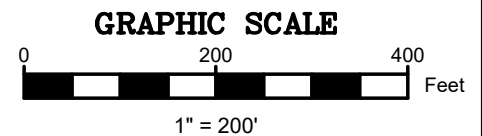


N/F
 OCONEE COUNTY
 TMS# 520-36-10-017
 D.B., PG
 C.P., PG

STATE OF SOUTH CAROLINA
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
 PERMANENT AND TEMPORARY EASEMENT
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 35,565 S.F. (0.82 AC)
 NEW PERMANENT EASEMENT: 14,602 S.F. (0.32 AC)
 TEMPORARY EASEMENT: 14,827 S.F. (0.34 AC)



SENECA CREEK FM REPLACEMENT
 SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

GMC # CGRE220055
 DATE: 01/26/2023
 DRAWN BY: JLM

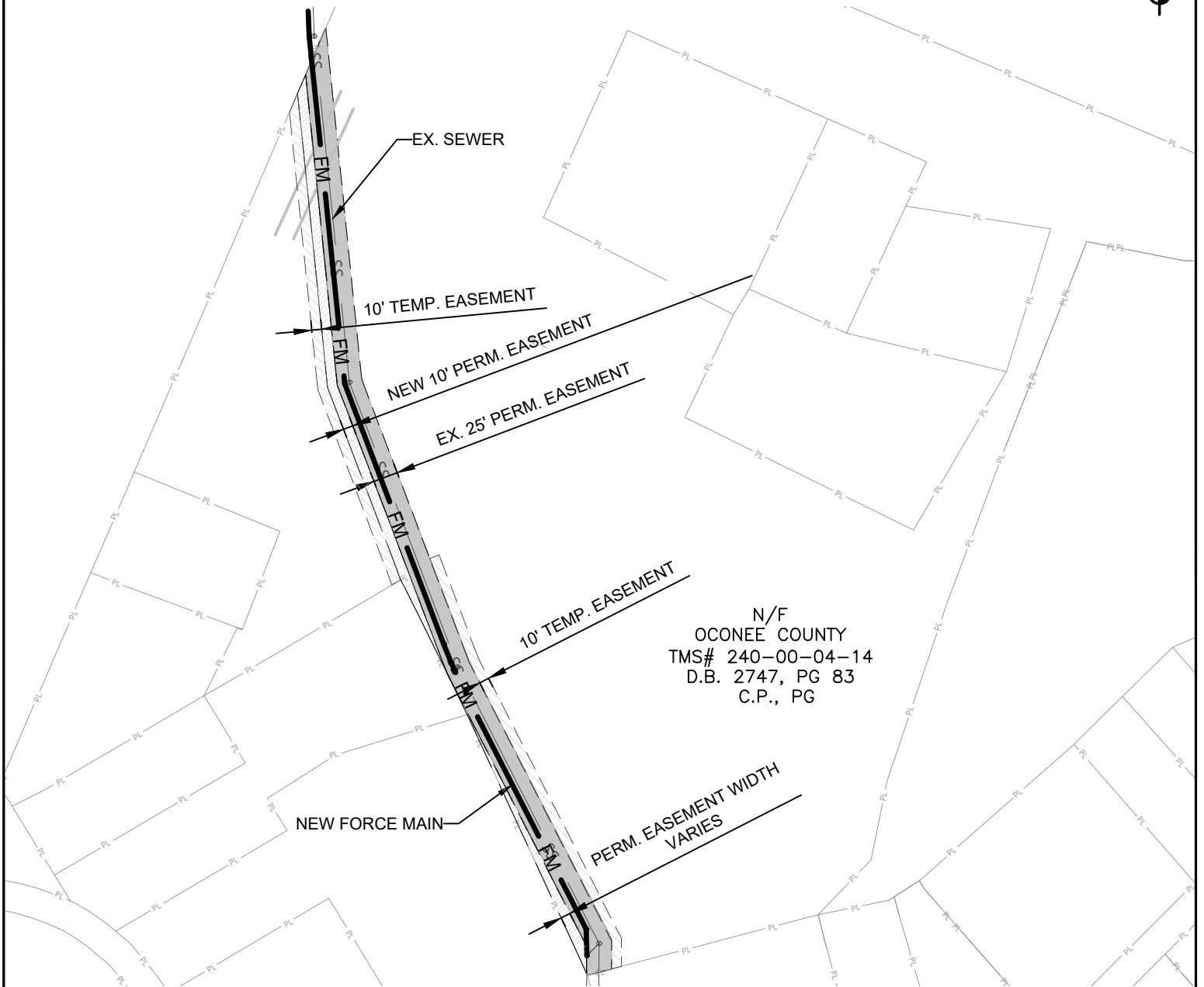
117 Welborn St
 Greenville, SC 29601
 T 864.527.0460
 GMCNETWORK.COM



OWNER: OCONEE COUNTY
 TMS #: 520-36-10-017

DRAWING FILE: T:\Projects\SC\JBSA\CGRE220055_Seneca Creek FM & FMA0 DWG\EXHIBITS\20230420_CGRE220055_Exhibits.dwg
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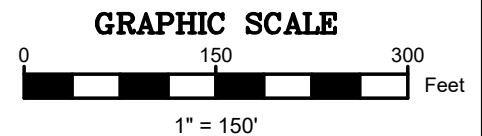
LENGTH OF EXISTING PERMANENT EASEMENT: 1,004 LF
 LENGTH NEW PERMANENT EASEMENT: 963 LF
 LENGTH TEMPORARY EASEMENT - WEST: 491 LF
 LENGTH TEMPORARY EASEMENT - EAST: 460 LF



STATE OF SOUTH CAROLINA
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
 PERMANENT AND TEMPORARY EASEMENT
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 24,576 S.F. (0.56 AC)
 NEW PERMANENT EASEMENT: 7,402 S.F. (0.17 AC)
 TEMPORARY EASEMENT: 9,534 S.F. (0.22 AC)



SENECA CREEK FM REPLACEMENT
 SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

GMC # CGRE220055
 DATE: 01/26/2024
 DRAWN BY: JLM

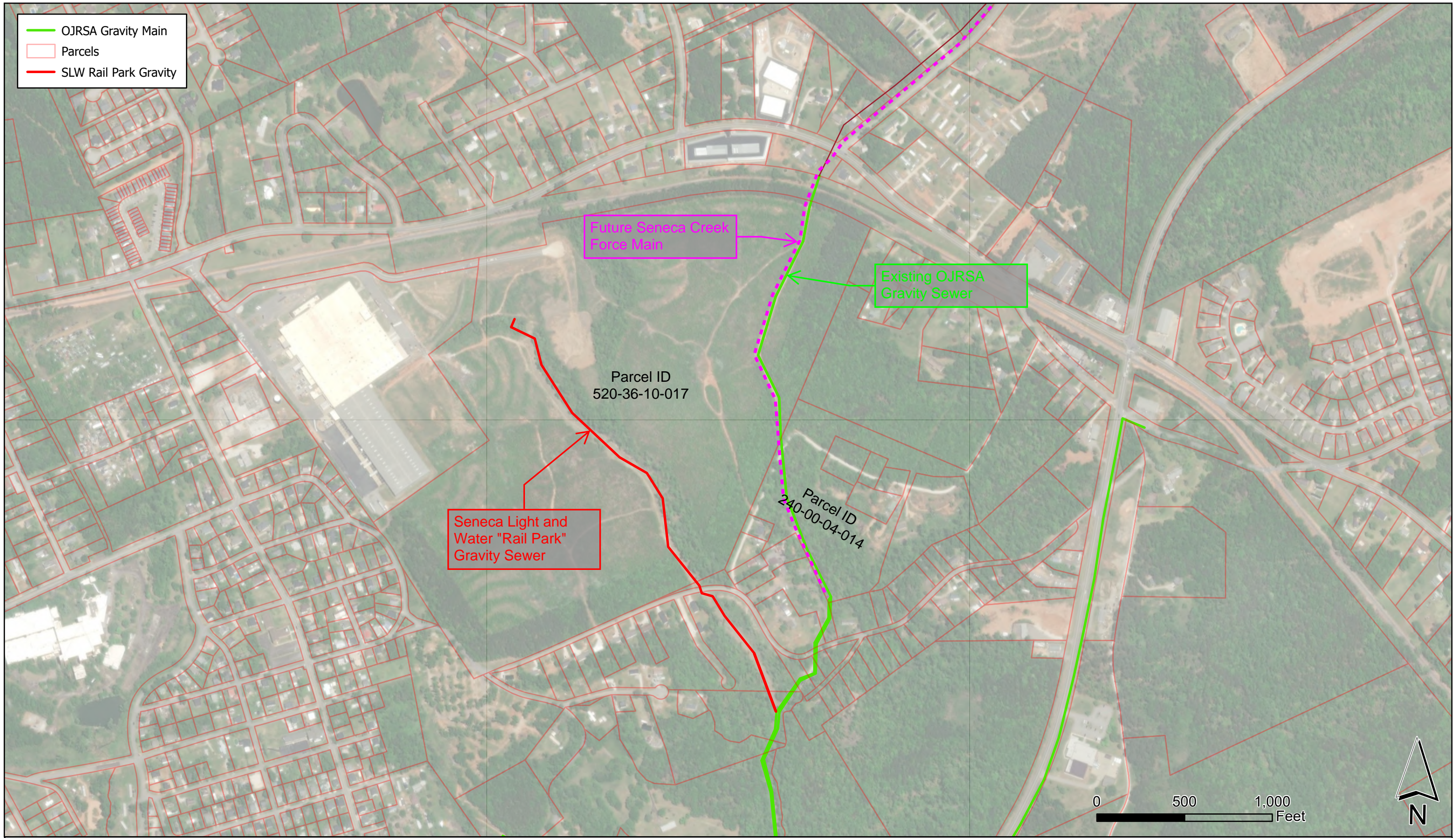
117 Welborn St
 Greenville, SC 29601
 T 864.527.0460
 GMCNETWORK.COM



OWNER: OCONEE COUNTY
 TMS #240-00-04-014

DRAWING FILE: T:\Projects\SC\OBSA\CGRE220055_Seneca Creek, SC & FMA0 DWG\EXHIBITS\20230420_CGRE220055_Exhibits.dwg PLOTTED: Jan 26, 2024 4:42pm

- OJRSA Gravity Main
- Parcels
- SLW Rail Park Gravity



Future Seneca Creek
Force Main

Existing OJRSA
Gravity Sewer

Parcel ID
520-36-10-017

Seneca Light and
Water "Rail Park"
Gravity Sewer

Parcel ID
240-00-04-014

0 500 1,000
Feet



Seneca Creek Force Main and Oconee County Easement Detail Map

Oconee County, SC
GMC#: CGRE210102
DATE: 2/13/2024
DRAWN BY: JLM

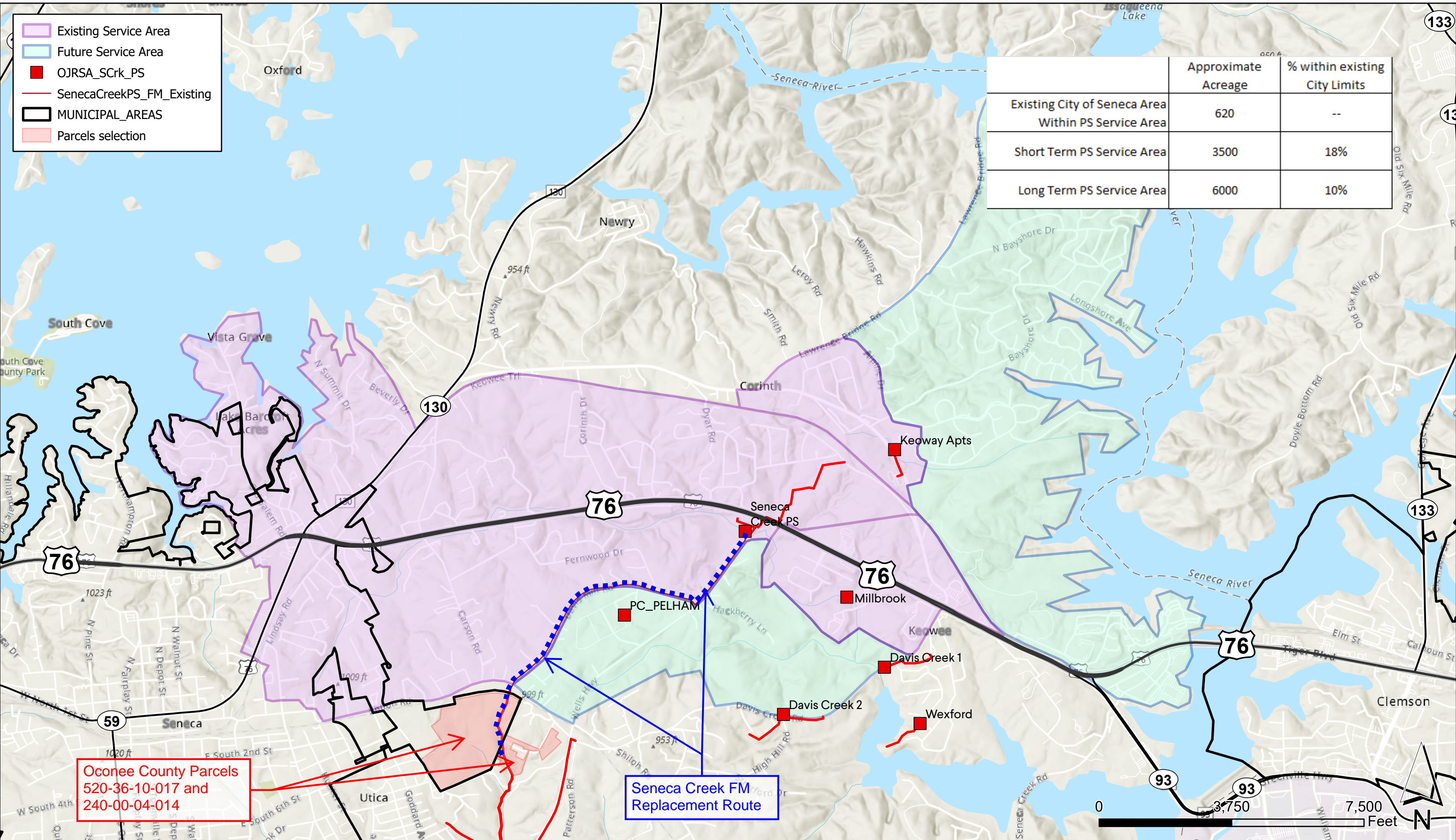


117 Welborn Street
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM

T:\1 Projects\SC\Seneca Light and Water\CGRE210102 Collection System Planning\0 DWG\GIS\CGRE 210102 -Collon System Planning

- Existing Service Area
- Future Service Area
- OJRSA_SCrk_PS
- SenecaCreekPS_FM_Existing
- MUNICIPAL_AREAS
- Parcels selection

	Approximate Acreage	% within existing City Limits
Existing City of Seneca Area Within PS Service Area	620	--
Short Term PS Service Area	3500	18%
Long Term PS Service Area	6000	10%



Oconee County Parcels
520-36-10-017 and
240-00-04-014

Seneca Creek FM
Replacement Route

Seneca Creek Service Area Map and Oconee County Easement Locations

Oconee County, SC
GMC#: CGRE210102
DATE: 2/7/2024
DRAWN BY: JLM



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-12**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE CENTRAL ELECTRIC POWER COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

WHEREAS, the Central Electric Power Corporation, Inc. (“Central Electric”) wishes to acquire from the County, and the County wishes to grant to Central Electric, certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

TMS #520-36-10-017
V-07 - Utica
EASEMENT #54
TRACT #U04

KNOW BY THESE PRESENTS, that the undersigned Grantor, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, in consideration of the payment hereinafter agreed upon, hereby grants to the Central Electric Power Cooperative, Inc. (hereinafter called the "Grantee"), its successors and assigns, a perpetual easement for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution and communication lines, consisting of supporting structures, overhead and underground connectors, lightning protective wire, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the easement area which might endanger any of the works thereon, over and upon a portion of that certain tract situated in Oconee County, South Carolina, containing approximately 111.08 acres and being the same property conveyed to Grantor as evidenced by deed of Propex Operating Company, LLC, recorded in the Office of the Register of Deeds for Oconee County on April 26, 2012 in Deed Book 1894 at Page 221 ("Grantor's Property").

The easement granted herein represents a portion of the Grantor's Property and contains 5.20 acres (the "Easement Premises"), as is more clearly shown on the attached "Exhibit A" which is hereby incorporated by reference and made a part of this easement.

It is agreed that, as lump sum consideration for said easement and right of construction with all rights incident thereto, the Grantee will pay to the Grantor the sum of One Hundred and Thirty-Five Thousand and 00/100 (\$135,000.00) Dollars.

The lump sum consideration herein mentioned is the entire consideration to be paid for the rights granted.

Payments provided for by this instrument will be made by check or other readily available funds, delivered to Grantor at 415 S. Pine Street, Walhalla, South Carolina 29691.

The Grantee shall have the right to clear and keep clear all structures, buildings, wells, pump houses, fire hazards, timber, pulpwood, brush, tree tops, and other obstructions within the Easement Premises, as well as all danger trees at a greater distance which would injure the transmission line in falling. All trees cut shall become the property of the Grantee and except as directed by a local, state and/or federal agency shall be removed from the Grantor's Property without unreasonable delay and at Grantee's expense. For danger trees cut after the initial clearing, the Grantee will pay to the owner of said tract the fair market value of such danger trees at the time of cutting. The Grantee shall have a commercially reasonable right of entry upon Grantor's Property for all of the purposes aforesaid. Any damage to Grantor's Property (other than to property cleared or removed as hereinbefore provided) caused by the Grantee in the course of constructing, rebuilding, or repairing said lines shall be borne by Grantee.

The Grantor agrees that it will not, without the written permission of the Grantee, which will not be unreasonably withheld, conditioned, or delayed (but which will be contingent upon the results of Grantee's review of any specific encroachment request), erect any well, building or structure on, place or store any materials, containers or vehicles on, or grade, excavate, fill or flood the Easement Premises in any manner which, in the opinion of the Grantee, may interfere with the exercise of the rights and/or easement herein granted, or any of them, or which may create a hazard.

The Grantor agrees that all poles, wires, and other facilities, installed on the Easement Premises by or for Grantee, shall remain the property of the Grantee, removable at the option of the Grantee, but which shall be removed by Grantee in the event it permanently abandons their use or use of the Easement Premises, as stated herein.

The Grantor further represents and warrants that the Easement Premises is free from all liens and encumbrances, excluding other easement rights but including mortgages, timber deeds, mineral deeds, and tax liens.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Grantor's Property, excluding the Easement Premises, which were destroyed or damaged by Grantee during construction or maintenance of the electric line(s) or appurtenances thereto.
- b) To repair driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged by Grantee during initial construction, maintenance, or repair of the electric line(s) or appurtenances thereto.
- c) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- d) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property resulting from (i) any damage, accident, injury, or other similar occurrence in or on Grantor's Property, including the Easement Premises, caused by Grantee's negligence or willful misconduct or (ii) the use, maintenance, or repair of the Grantor's Property, including the Easement Premises, by Grantee, its guests, invitees, agents, or contractors.
- e) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor's Property, excluding the Easement Premises, by Grantor, its employees, servants, agents, guests, invitees, and successors in interest.

- f) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- g) Any damage to Grantor's Property caused by Grantee's activities, shall be replaced or repaired by Grantee to the commercially reasonable satisfaction of Grantor.
- h) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor's Property, excluding the Easement Area, any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.

Any rights to the Easement Premises not specifically granted to Grantee herein are reserved to Grantor, its successors and assigns except to the extent that any such right is necessary to Grantee's construction, operation, or maintenance of its electric line(s) in the Easement Area.

The failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time.

This agreement shall run with the land, and the provisions of this agreement shall be binding upon and be enforceable against and shall inure to the benefit of Grantor and Grantee and their respective heirs, executors, personal administrators, legal representatives, licensees, successors, successors-in-title, and assigns, except that after construction of the electric line(s) is complete this agreement shall automatically terminate should Grantee, or any of its successors or assigns, entirely abandon the use of the Easement Premises for the operation and maintenance of electric line(s) for a period of one (1) year or more.

TO HAVE AND TO HOLD, all and singular the rights, privileges, and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever. And Grantor does hereby bind itself and its heirs, executors, administrators (successors and assigns) to warrant and forever defend all and singular the said rights, privileges, and easements unto the said Central Electric Power

SIGNED, sealed and delivered

In the presence of:

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

First Witness

By: _____(SEAL)

Name: William C. Ware, P.E.

Its: Vice President, Engineering & Engineering Services

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by William C. Ware, P.E., the Vice President, Engineering & Engineering Services of Central Electric Power Cooperative, Inc.

Notary Public for South Carolina

Print Name: _____

My commission expires: _____

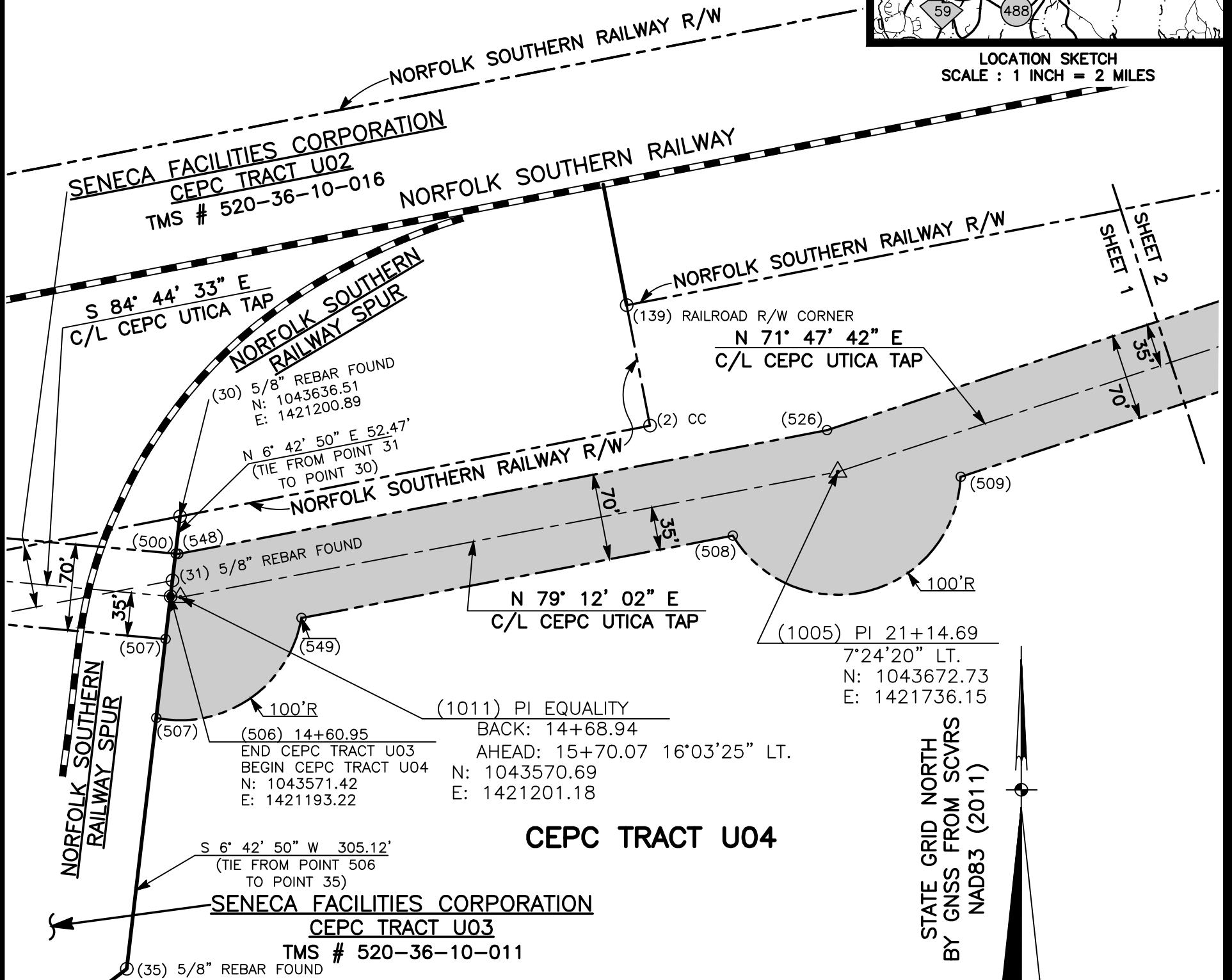
(SEAL)

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

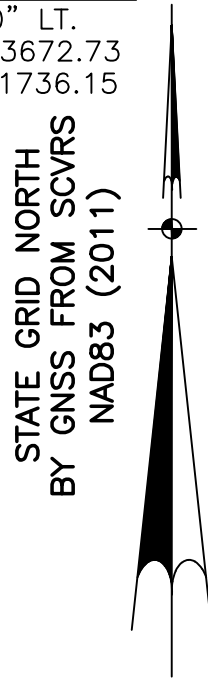
COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7



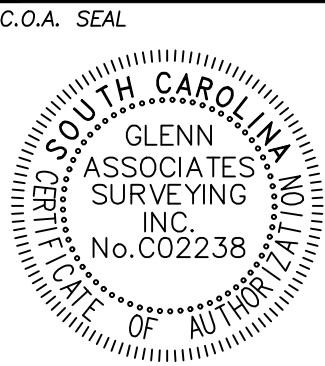
LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



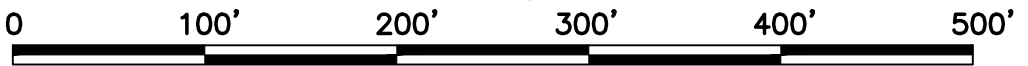
NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).



DRAFT
JANUARY 8, 2024



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA
JANUARY 3, 2024



SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

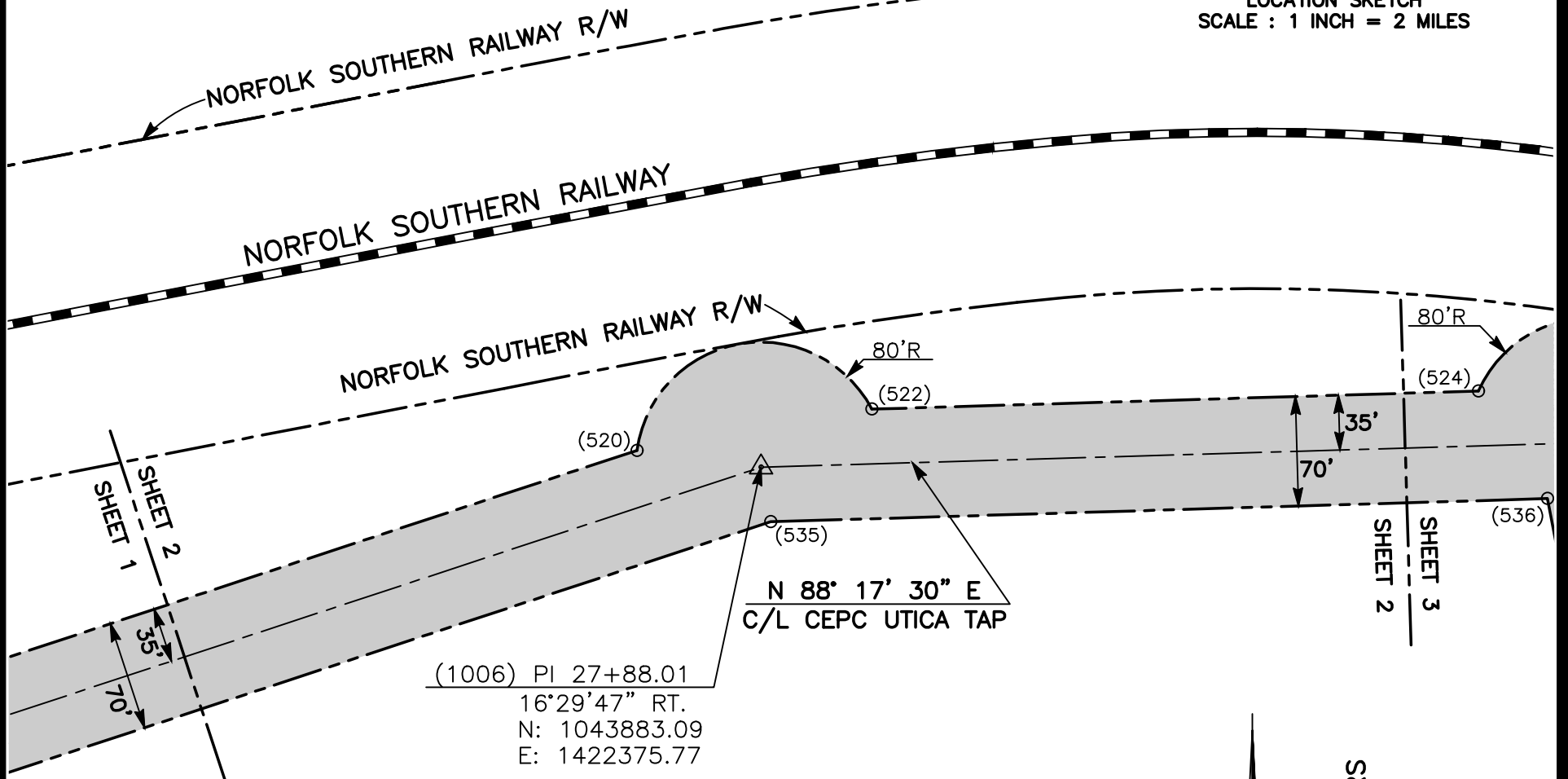
"EXHIBIT A"

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

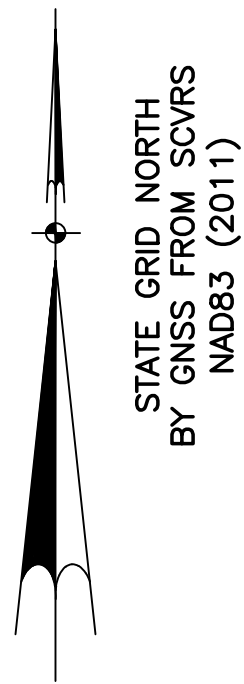
COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7



LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



CEPC TRACT U04



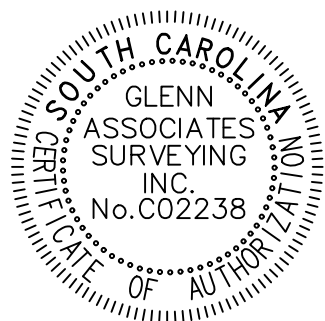
NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).

SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



**DRAFT
JANUARY 8, 2024**

MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

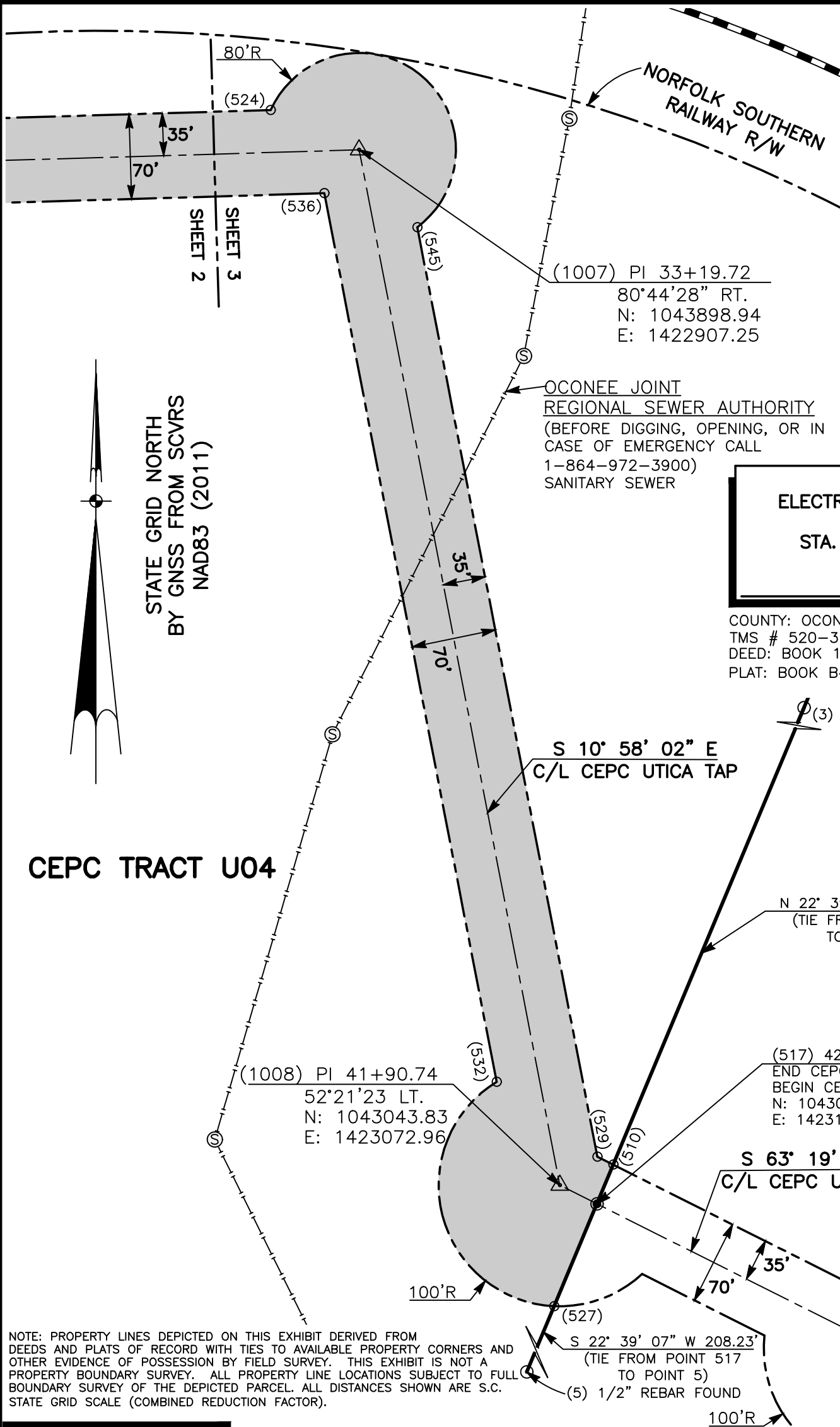
I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

SHEET 2 OF 4



LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



STATE GRID NORTH
BY GNSS FROM SCVRS
NAD83 (2011)

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7

CEPC TRACT U04

NEW HORIZON
ELECTRIC COOPERATIVE, INC.
CEPC TRACT U05
TMS # 240-00-04-007

NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).

MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

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DRAWING BY JOE M. RAMSEY

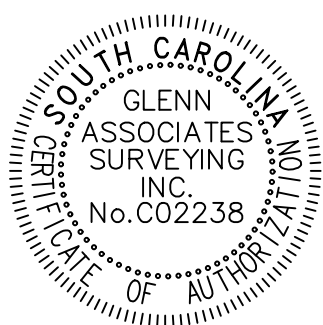
SHEET 3 OF 4

SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



DRAFT
JANUARY 8, 2024

"EXHIBIT A"

**AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES**

COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7



**LOCATION SKETCH
SCALE : 1 INCH = 2 MILES**

COURSES ALONG BOUNDARY OF CEPC TRACT U04 R/W AREA REQUIRED - 5.20 ACRES STA. 14+60.95 TO STA. 42+25.06		
PT-PT	BEARING	DISTANCE
506-31	N 06° 42' 50" E	13.06'
31-500	N 06° 42' 50" E	21.95'
500-548	S 84° 43' 24" E	2.16'
548-526	N 79° 12' 02" E	537.42'
526-520	N 71° 47' 43" E	599.12'
520-522	SEE CURVE DATA	
522-524	N 88° 17' 30" E	387.83'
524-545	SEE CURVE DATA	
545-529	S 10° 58' 02" E	781.88'
529-510	S 63° 19' 25" E	14.65'
510-517	S 22° 39' 07" W	35.09'
517-527	S 22° 39' 07" W	91.55'
527-532	SEE CURVE DATA	
532-536	N 10° 58' 02" W	747.59'
536-535	S 88° 17' 30" W	496.88'
535-509	S 71° 47' 43" W	574.58'
509-508	SEE CURVE DATA	
508-552	S 79° 12' 02" W	357.27'
552-553	SEE CURVE DATA	
553-507	N 06° 42' 50" E	64.47'
507-506	N 06° 42' 50" E	35.01'

CURVE DATA TABLE-CEPC TRACT U04						
PT-PT	RADIUS POINT	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
520-522	1006	144° 36' 28" RT.	80.00'	N 80° 02' 36" E	152.43'	201.91'
524-545	1007	208° 51' 08" RT.	80.00'	S 51° 20' 16" E	154.96'	291.61'
527-532	1008	145° 54' 39" RT.	100.00'	N 14° 24' 36" W	191.22'	254.66'
509-508	1009	146° 25' 52" RT.	100.00'	S 75° 29' 53" W	191.48'	255.57'
552-553	1011	91° 36' 22" RT.	100.00'	S 55° 29' 28" W	143.39'	159.88'

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V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA
JANUARY 3, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

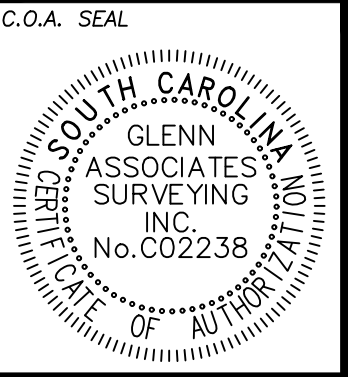
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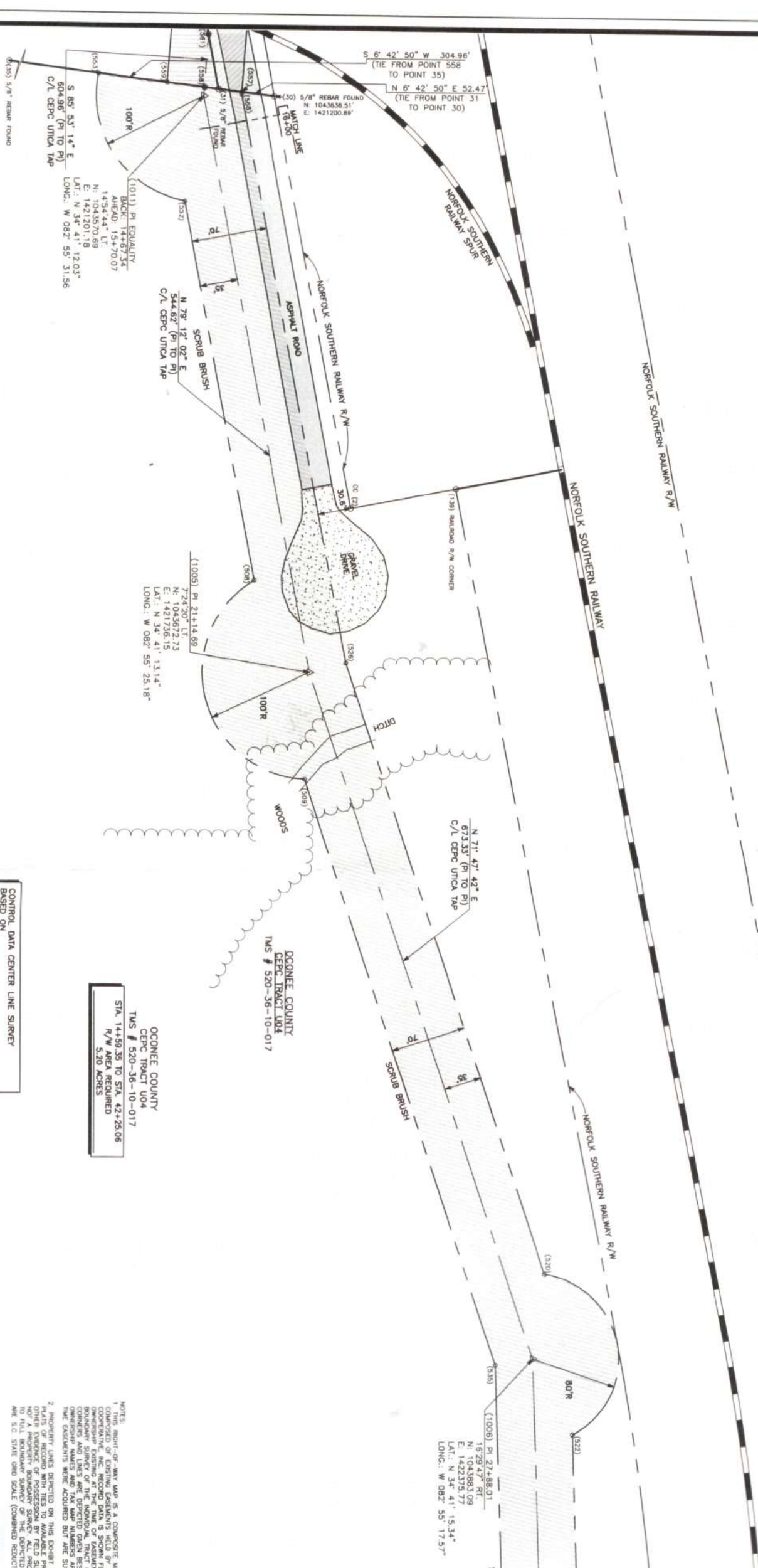
DRAWING BY JOE M. RAMSEY

SHEET 4 OF 4

SURVEYOR'S SEAL

**DRAFT
JANUARY 8, 2024**





S 6° 42' 50" W 304.96'
 (TIE FROM POINT 558 TO POINT 35)
 N 6° 42' 50" E 52.47'
 (TIE FROM POINT 31 TO POINT 30)

S 85° 53' 14" E 604.96' (PI TO PI)
 C/L CEPCC UTICA TAP
 BACK: 14+87.34
 AHEAD: 15+70.07
 1454.44' LT
 N: 10435070.69
 E: 10242011.19
 LAT: N 34° 20' 11.12 03"
 LONG: W 082° 55' 31.56"

7° 24' 20" LT
 N: 10436172.73
 E: 1021726.13
 LAT: N 34° 13' 14"
 LONG: W 082° 55' 23.18"

N 71° 47' 42" E
 673.33' (PI TO PI)
 C/L CEPCC UTICA TAP

15° 28' 47" RT
 N: 10435893.09
 E: 1422375.77
 LAT: N 34° 41' 15.34"
 LONG: W 082° 55' 17.57"

OCONEE COUNTY
 CEPCC TRACT U04
 TMS # 520-36-10-017
 OCONEE COUNTY
 CEPCC TRACT U05
 TMS # 520-36-10-017
 OCONEE COUNTY
 CEPCC TRACT U06
 TMS # 520-36-10-017

STA. 14+59.35 TO STA. 42+25.06
 R/W AREA REQUIRED
 5.20 ACRES

CONTROL DATA CENTER LINE SURVEY
 BASED ON
 SOUTH CAROLINA REAL TIME NETWORK

NOTES:
 1. RIGHT-OF-WAY MAP IS A COMPOSITE MAP OF A COMBINATION OF EXISTING EXAMINED RIGHT-OF-WAY MAPS AND RECORD DATA IS SHOWN FOR EACH OVERLAPPING EXISTING AT THE TIME OF EXAMINATION. OWNERSHIP NAMES AND TAX MAP NUMBERS ARE SHOWN WHERE AVAILABLE AND ARE DEPICTED ONLY WHERE THE EXISTING MAPS AND TAX MAP NUMBERS ARE SHOWN. THE EXISTING MAPS WERE ACQUIRED BUT ARE SUBJECT TO THE RECORDS ON FILE WITH THE DEPARTMENT OF REVENUE.
 2. PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM RECORDS ON FILE WITH THE DEPARTMENT OF REVENUE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE DEPICTED PARCEL AND IS NOT TO BE USED FOR BOUNDARY SURVEY PURPOSES.
 3. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 4. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
 5. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.
 6. ALL CURVES ARE TO THE RIGHT UNLESS OTHERWISE NOTED.
 7. ALL CURVES ARE TO BE RUN AS SHOWN.
 8. ALL CURVES ARE TO BE RUN AS SHOWN.
 9. ALL CURVES ARE TO BE RUN AS SHOWN.
 10. ALL CURVES ARE TO BE RUN AS SHOWN.

DRAFT
 MAP OF PFC
 CENTRAL ELECTRIC
 V-07 UTIC
 OCONEE C
 SURVEYED BY GLENN
 P.O. BOX 12 JENKINSVILLE, SOUTH CAROLINA 29031
 MICHAEL R. JENKINSVILLE, SOUTH CAROLINA 29031

DRAWING BY JOE M. RANNEY
 SURVEYOR'S SEAL
 SOUTH CAROLINA
 PROFESSIONAL SURVEYOR
 MICHAEL R. JENKINSVILLE, SOUTH CAROLINA 29031
 C.O.A. SEAL
 GLENN ASSOCIATES
 SURVEYING
 NO. 002238

HATCH PATTERN LEGEND FOR
 CEPCC TRACTS
 HATCH PATTERN FOR SENECA FACILITIES CORPORATION
 HATCH PATTERN FOR NORFOLK SOUTHERN RAILWAY
 HATCH PATTERN FOR SENECA FACILITIES CORPORATION
 HATCH PATTERN FOR NEW HORIZON ELECTRIC COOPERATIVE, INC.

LEGEND
 P.I.
 CEPCC R/W MONUMENT
 CENTERLINE POINT AT
 PROPERTY CORNER
 WELL
 SANITARY SEWER MANHOLE
 WOODS / TREE LINE
 RIGHT WAY
 CENTER LINE
 PAVED ROAD
 DIRT ROAD / WOODS TRAIL
 WATER / CREEK
 P/C R/W MARKER
 DITCH
 BARR WIRE
 FENCE
 NET WIRE
 ELECTRIC STRUCTURE (POWER POLE LINE STRUCTURE)
 CEPCC CENTRAL ELECTRIC POWER COOPERATIVE, INC.
 SENECA SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
 HIGH DENSITY POLY ETHYLENE REINFORCED PIPE
 HOPE
 OCC COMPUTED CORNER
 FIRE HYDRANT
 FORCE MAIN VALVE
 WATER VALVE

SCALE
 0 50' 100'
 SURVEYED BY GLENN
 P.O. BOX 12 JENKINSVILLE, SOUTH CAROLINA 29031
 MICHAEL R. JENKINSVILLE, SOUTH CAROLINA 29031

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2024-05**

A RESOLUTION CONSENTING TO AND RATIFYING THE ASSIGNMENT AND ASSUMPTION OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN INLAND REAL ESTATE ACQUISITIONS, LLC, EPOCH STUDENT HOUSING DST (FORMERLY KNOWN AS ALT STUDENT HOUSING I DST), AND OCONEE COUNTY, SOUTH CAROLINA, AND CONSENTING TO THE LEASE OF THE PROPERTY SUBJECT TO THE FEE IN LIEU OF TAX AGREEMENT BETWEEN EPOCH STUDENT HOUSING DST AND EPOCH STUDENT HOUSING LEASECO, L.L.C. (FORMERLY KNOWN AS ALT STUDENT HOUSING I LEASECO, L.L.C.); AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“**County**”), acting by and through its County Council (“**Council**”), is authorized by the Code of Laws of South Carolina, 1976, as amended, particularly Title 12, Chapter 44 (“**FILOT Act**”): (a) to enter into fee in lieu of *ad valorem* tax agreements with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“**State**”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (b) to covenant with such companies to accept certain fees in lieu of *ad valorem* tax payments with respect to projects in the County;

WHEREAS, the County entered into that certain fee in lieu of *ad valorem* tax agreement (“**FILOT Agreement**”), dated as of May 1, 2017 with Epoch Clemson, LLC, a Delaware limited liability company, whereby the County agreed to provide certain incentives with respect to the real property (and improvements and personal property located thereon) more particularly described in the FILOT Agreement, a copy of which is attached hereto as Exhibit A;

WHEREAS, the County previously consented to the assignment of the FILOT Agreement by Epoch Clemson, LLC to Inland Real Estate Acquisitions, LLC (“**Assignor**”), in connection with Epoch Clemson, LLC’s planned sale of all property subject to the FILOT Agreement;

WHEREAS, as reflected on the Assignment and Assumption of Fee Agreement (“**Assignment Agreement**”) attached hereto as Exhibit B, and based on information provided by Assignor, County understands that Assignor assigned its rights in the FILOT Agreement to its affiliate, Epoch Student Housing DST (“**Assignee**”) (formerly known as ALT Student Housing I DST), which currently holds title to all property covered by the FILOT Agreement (“**Property**”);

WHEREAS, Assignor and Assignee now seek County’s consent to, and ratification of, the assignment of the FILOT Agreement as reflected in the Assignment Agreement; and

WHEREAS, for operational purposes, Assignee leases the subject property to its affiliate Epoch Student Housing LeaseCo, L.L.C. (formerly known as ALT Student Housing I LeaseCo, L.L.C.) (“**Master Tenant**”) under a Master Lease dated December 15, 2023, and Assignee and Master Tenant seek the County’s consent to the lease relationship in order to ensure compliance with Section 4.12 of the FILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by Council as follows:

Section 1. Council hereby consents to, and ratifies, the assignment of the FILOT Agreement by Assignor to Assignee pursuant to the Assignment Agreement.

Section 2. Council hereby consents to the lease relationship between Assignee and Master Tenant, provided it does not lessen or modify Assignee’s obligations under the FILOT Agreement.

Section 3. The County Administrator is hereby authorized to take whatever further actions and enter into whatever further agreements, as are necessary to effect the intent of this Resolution.

Section 4. All orders, resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by Council.

RESOLVED in meeting duly assembled this _____ day of _____, 2024.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chair
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

EXHIBIT A

FILOT AGREEMENT

[See attached]

EXHIBIT B

ASSIGNMENT AGREEMENT

[See attached]

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

EPOCH CLEMSON, LLC
a Delaware limited liability company

Dated as of May 1, 2017

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2017, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and Epoch Clemson, LLC (the "Company"), organized and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance executed by the County on May 16, 2017, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, a the construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial new taxable investment of at least \$60,000,000 in the County within the Investment Period and the \$60,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance adopted on May 16, 2017 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, *inter alia*, authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its

general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chair" shall mean the Chair of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Epoch Clemson, LLC, a limited liability company organized under the laws of the State of Delaware and duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a

condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Investment Period" shall mean the period commencing January 1, 2017, and ending on December 31, 2022.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and that \$60,000,000 of investment shall be maintained for the first seven (7) years of the term of this Fee Agreement, and then at least \$45,000,000 of the investment shall be maintained for the remainder of the term of the Fee Agreement, all without regard to depreciation, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated June 5, 2017, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2042 or December 31, 2047, if an additional extension of time in which to complete the Project is hereinafter granted in writing by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative

is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the construction and up-fitting of a facility to be used by students and faculty of Clemson University and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$60,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County

within the Investment Period. The Company understands that the Company must invest not less than Sixty Million Dollars (\$60,000,000) in Economic Development Property subject to the fee in the Project by the end of the Investment Period , which investment will be maintained, without regard to depreciation, for not less than the first seven (7) years of the term of this Agreement, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as

practicable, but in any event on or prior to December 31, 2022, or, if not less than \$60,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2022, then the County may agree to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor, Treasurer, and Assessor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2022, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for all taxing entities for the Project site on July 1, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless

sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax

exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$60,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2022, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2021 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further,

in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$60,000,000 during the first seven (7) years of the term of this Agreement, or below \$45,000,000, during the remainder of the term that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company for the duration of this Fee Agreement from that point forward shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at those respective points at which the investment in the Project, without regard to depreciation, falls below such \$60,000,000 or \$45,000,000, and the provisions of Section 2.2(e), hereof, shall apply.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of

taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.2 and 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall

be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon

notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or

allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or

incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Credit. The County agrees that the Company shall be entitled to a Special Source Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of seven (7) consecutive years of such FILOT payments, in an annual amount equal to Forty-one and 5/10ths percent (41.5%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$60,000,000 and continuing for the next six (6) years thereafter, but not to exceed the actual cost of the Infrastructure including the payment made by the Company, totally or in any given year.

Provided, if the Company invests a total (inclusive of the afore stated Sixty Million Dollars (\$60,000,000) in the Project in new taxable investment by the end of the Investment Period, the

County agrees to the Special Source Revenue Credit of forty-one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for the seven consecutive tax years beginning with the fee payment due on or before January 15, 2019.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements ("Qualified Improvements") as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Credit as set forth above. At no time shall the aggregate of Special Source Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested,

postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:	Oconee County, South Carolina 415 South Pine Street Walhalla, South Carolina 29691 Attention: County Administrator
AS TO THE COMPANY:	Epoch Clemson, LLC 1000 West Morehead St. Suite 150 Charlotte, North Carolina 29208 Attention: Hal Grayson
WITH A COPY TO:	J. Wesley Crum, III P.A. 233 North Main St., Suite 200F Greenville, South Carolina 29601

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION

OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chair and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: E Cammick
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: Katie D. Smith
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

WITNESSES:

Amanda P. Broth

Brittney Piscik

EPOCH CLEMSON, LLC

By: _____

EXHIBIT A

Approximately 57.53 acres located on Jacobs Rd near Hwy 123 in Oconee County SC consisting of Tax Map #s: 27-00-01-002 and 27-00-01-030.

Tract 1:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 1.552 acres, more or less, on a survey prepared for CVRW, LLC, prepared by Lavender, Smith & Associates, Inc., dated July 28, 2014, recorded September 10, 2014, as more particularly depicted on a plat recorded in Plat Book B478, Page 10, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Tract 2:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 56.584 acres, more or less, on a survey entitled ALTA/ACSM Land Title Survey for Clemson Village 2, LLC, prepared by Freeland & Associates, Inc., dated March 3, 2014, recorded September 17, 2014, as more particularly depicted on a plat recorded in Plat Book B479, Page 6, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Inland Real Estate Acquisitions, LLC**, a Delaware limited liability company ("Assignor"), hereby assigns to **ALT Student Housing I DST**, a Delaware statutory trust ("Assignee"), all of Assignor's right, title and interest as a party to that certain Fee Agreement dated May 1, 2017 (as amended and assigned, the "Fee Agreement") by and between Assignor and Oconee County, South Carolina and attached hereto as Exhibit A with respect to the property described on Exhibit B attached hereto (the "Property").

Assignor and Assignee represent that (i) Assignee is an affiliate of Assignor as such term is defined in Section 267 of the Internal Revenue Code and (ii) Assignee is a sponsor affiliate of Assignor as defined in Section 12-44-30 of the South Carolina Code of Laws.

By execution hereof by Assignee, Assignee for itself and its successors and assigns hereby accepts the assignment and assumes all of the obligations of Assignor under the Fee Agreement with respect to the Property and shall retain all of the benefits of Assignor under such Fee Agreement with respect to the Property.

This Assignment is effective as of the 18th day of December, 2023.

ASSIGNOR: INLAND REAL ESTATE ACQUISITIONS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Mark S. Kosma
Its: SVP

ASSIGNEE: ALT STUDENT HOUSING I DST,
a Delaware statutory trust

By: ALT Student Housing I Exchange, L.L.C.,
a Delaware limited liability company,
its signatory trustee

By: Inland Private Capital Corporation,
a Delaware corporation,
its sole member

By: [Signature]
Name: Joseph E. Binder
Its: Executive Vice President

EXHIBIT A
FEE AGREEMENT

(see attached)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 19, 2024

ITEM TITLE:

Procurement #: **ITB 23-12** Title: **Vertical Dump Hopper With Support Structure** Department(s): **Rock Quarry** Amount: **\$ 743,605.00**
10% Contingency: \$ 74,360.50
Total: \$817,965.50

FINANCIAL IMPACT:

Procurement was approved in the FY 23-24 budget.

Budget: **\$904,789.58** Project Cost: \$817,965.50 **Balance: \$86,824.08** Finance Approval: _____

BACKGROUND DESCRIPTION:

The Oconee County Rock Quarry's existing crushing plant is currently loaded from the pit using a wheel loader. The addition of a gravity fed vertical dump hopper with support structure would eliminate the need for this step. The existing Sandvik Jaw (UJ640) will back underneath the dump hopper structure and will allow haul trucks to dump directly into the vertical hopper; which would feed the crushing plant.

The purchase of the gravity fed vertical hopper would eliminate the need for one (1) equipment operator to load the crushing plant with a wheel loader. The equipment operator would be moved to the loading yard. The demand for rock has increased, resulting in extended customer load wait times. Currently, the Rock Quarry has two (2) equipment loaders assigned to the loading yard. By adding an additional equipment operator to the loading yard, customer wait times will be reduced.

On February 20, 2024, formal sealed bids were opened for a vertical dump hopper with support structure. This solicitation was advertised in South Carolina Business Opportunities (SCBO) and local news publication. Three (3) companies were originally notified of this bid opportunity. Two companies submitted bids, with TCI Manufacturing & Equipment Sales, Inc. of Walnut, IL submitting the lowest, responsive bid of \$743,605.00.

The Quarry is requesting a 10% owners' contingency, in the amount of \$74,360.50, for unforeseen issues.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the Award of ITB 23-12 TCI Manufacturing & Equipment Sales, Inc. of Walnut, IL, in the amount of \$743,605.00, and a 10% contingency, in the amount of \$74,360.50; for a total award of \$817,965.50.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director **Amanda F. Brock, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Bidders	Apache Iron Works	TCI Manufacturing
Location	Cheyenne, WY	Walnut, IL
Single Feed Dump Hopper w/ Support Structure	\$530,000.00	\$383,420.00
Level Sensor with Red/Green Light	\$8,125.00	\$2,500.00
Professional Engineered Drawings w/ PE Stamp	\$32,600.00	\$15,000.00
Installation	\$299,000.00	\$312,685.00
Sales Tax	n/a	n/a
Additional Fees	None Listed	Estimated Freight \$30,000.00
GRAND TOTAL	\$869,725.00	\$743,605.00

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 19, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Discussion regarding the acceptance of Rosedale Way (P-4313) for maintenance and incorporation into the Oconee County public road system.

BACKGROUND DESCRIPTION:

On February 20, 2024, the Transportation Committee of County Council, in meeting duly convened, voted to send to the full County Council the issue of accepting Rosedale Way (currently a private road) for maintenance and incorporation into the Oconee County public road system. Rosedale Way was constructed and paved in the winter of 2020. The developers have requested the County accept the road for County maintenance and incorporation into the Oconee County public road system, in accordance with Oconee County Code of Ordinances Section 26-6. See also Section 32-212. The developer's engineer provided as-built drawings and has certified that the roads were built as designed and consistent with County Ordinances.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

If approved the following will be required:

- Proper and sufficient right-of-way easement(s) deeded to Oconee County;
- Payment of inspection fees.

FINANCIAL IMPACT [Brief Statement]:

Rosedale Way is approximately 998 feet in length or 0.19 miles. The roadway is three years old. Current estimate per mile for roadway maintenance is approximately \$8,420.

ATTACHMENTS

- Rosedale Way as-built survey.

STAFF RECOMMENDATION [Brief Statement]: Staff recommend consideration of the acceptance of Rosedale Way (P-4313) by full Council.

Submitted or Prepared By:

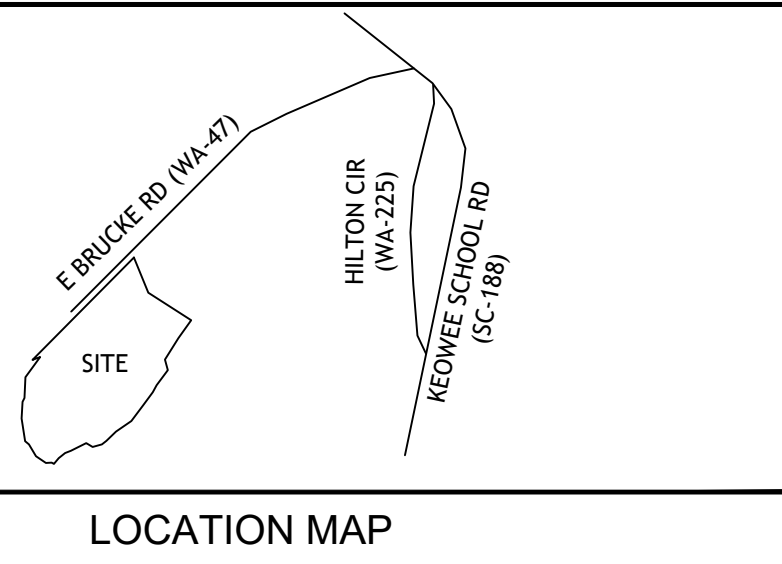
s/ W. Kyle Reid - Roads and Bridges
Department Head/Elected Official

Approved for Submittal to Council:

s/ David A. Root – Interim County Attorney
(Previously approved for submission by the
Transportation Committee)

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



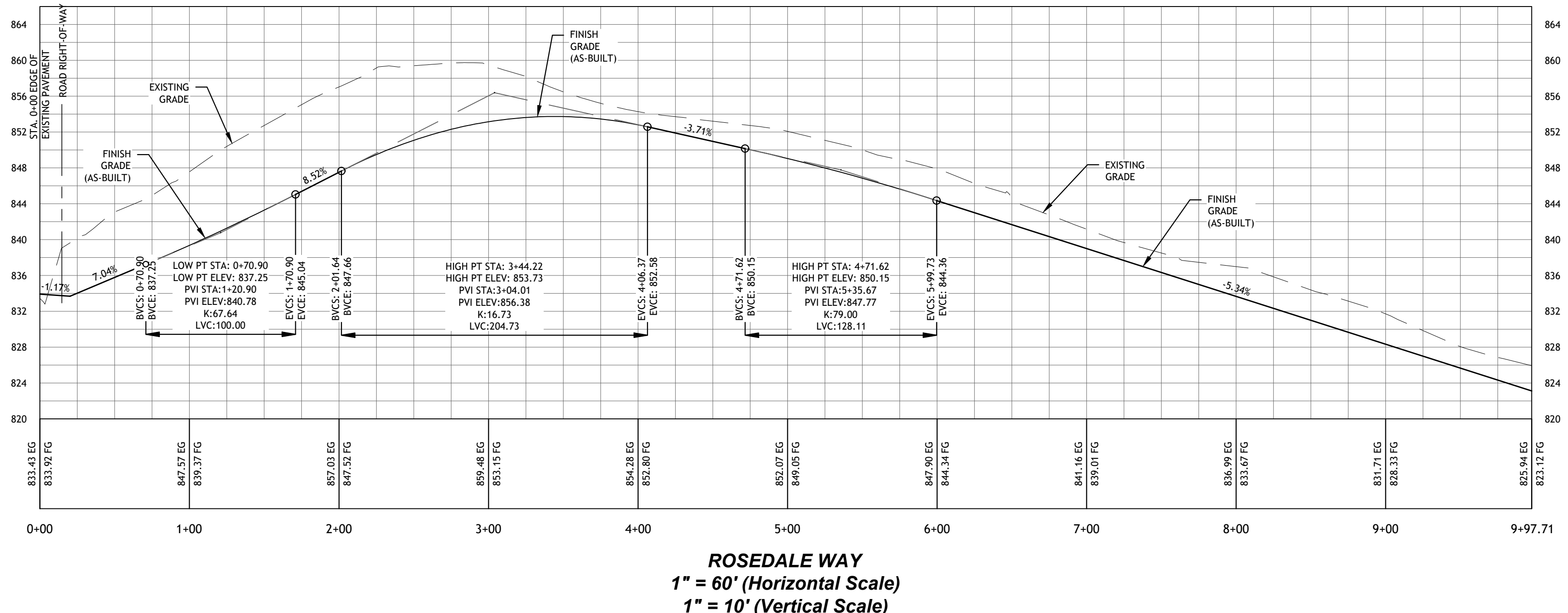
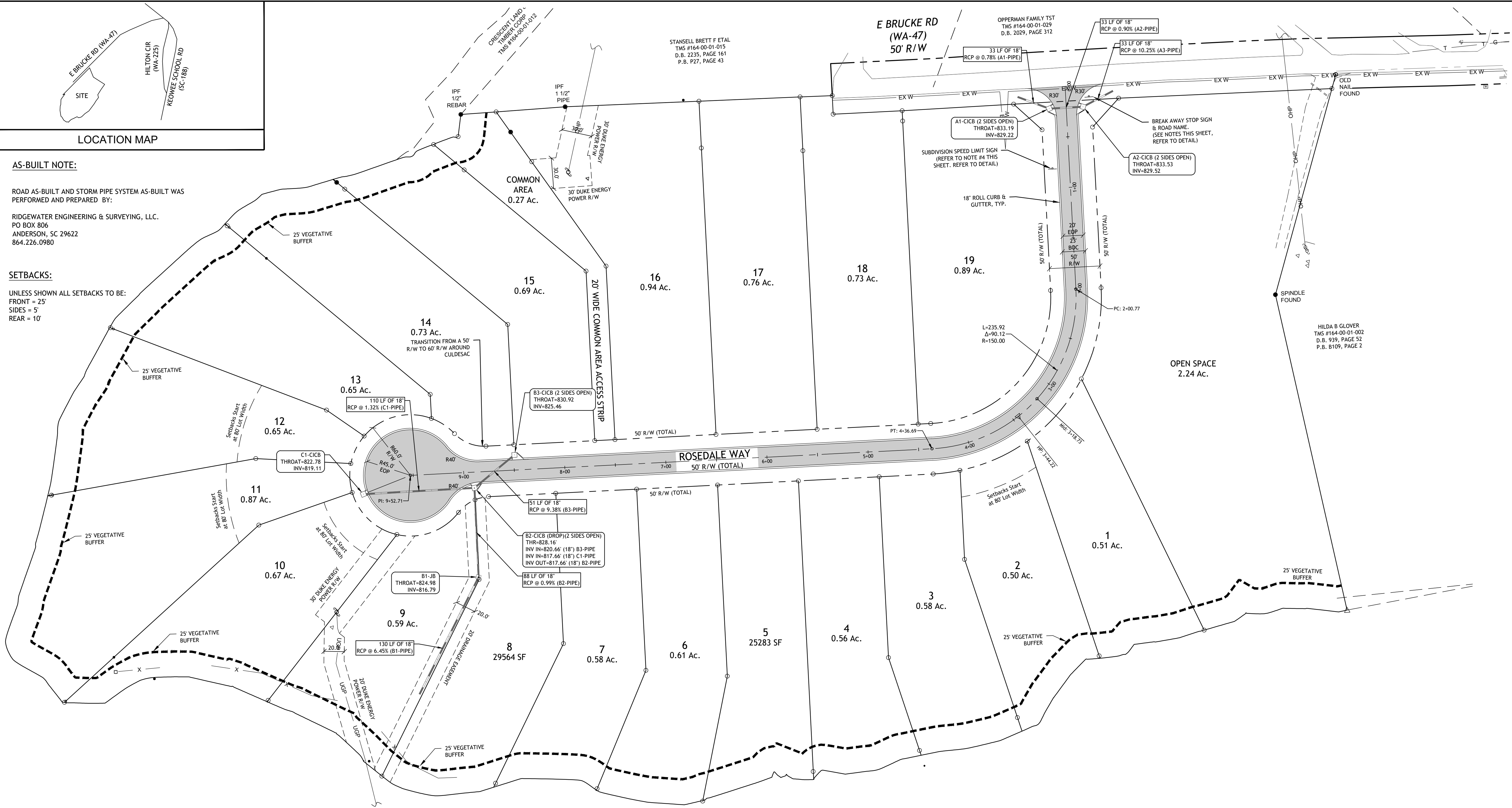
AS-BUILT NOTE:

ROAD AS-BUILT AND STORM PIPE SYSTEM AS-BUILT WAS PERFORMED AND PREPARED BY:

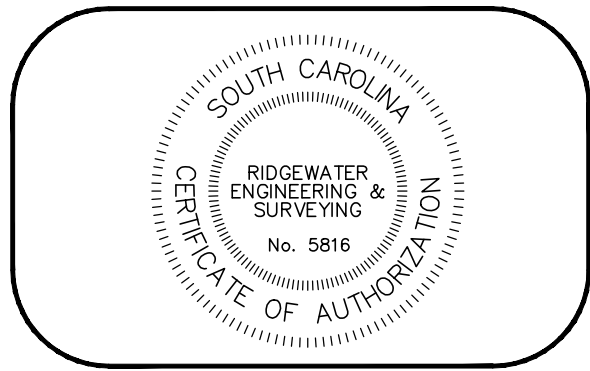
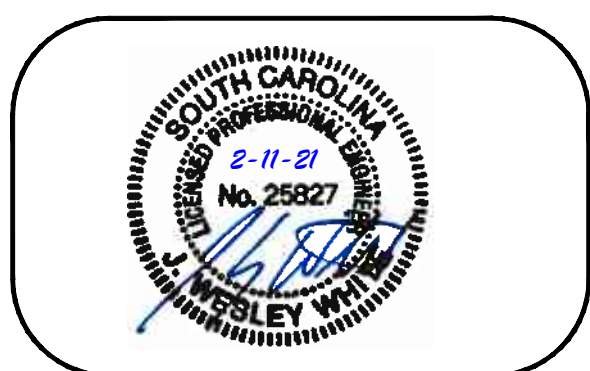
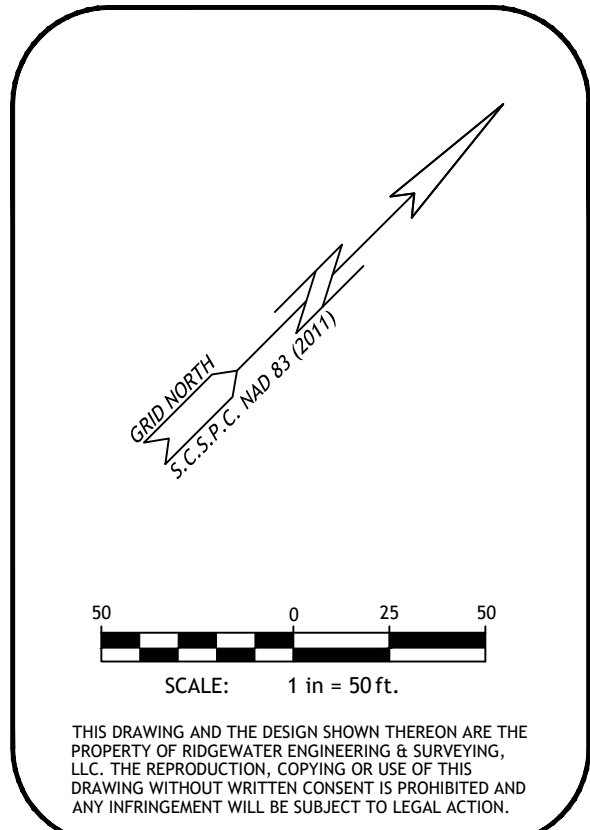
RIDGEWATER ENGINEERING & SURVEYING, LLC.
 PO BOX 806
 ANDERSON, SC 29622
 864.226.0980

SETBACKS:

UNLESS SHOWN ALL SETBACKS TO BE:
 FRONT = 25'
 SIDES = 5'
 REAR = 10'



PO BOX 806
 ANDERSON, SC 29622
 (864) 226-0980
 RIDGEWATERENG.COM



THE COTTAGES AT MEADOWOOD

OCONEE COUNTY
 TOWNSHIP OF WAGENER
 SOUTH CAROLINA

DRAWN BY: MGB / JT
 CHECKED: JWW
 JOB NUMBER: 19269

REV #	DATE	COMMENT
PRELIM.	9-14-20	RELEASE PRELIMINARY PLANS FOR BIDDING
0	9-15-20	SUBMIT FOR REVIEW (STORMWATER PLANS)
1	10-16-20	REVISE PER SCDHCC COMMENTS
2	11-2-20	REVISE TREE REMOVAL NOTE ON C-3 PER SCDHCC COMMENTS
3	12-17-20	SUBMIT DRAWINGS TO SLBW FOR REVIEW
4	12-21-20	REVISE PER SLBW COMMENTS
5	2-11-21	ROAD AND STORM PIPE AS-BUILT

SHEET

ROAD & STORM PIPE AS-BUILT

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/04/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
01/04/2024



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

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FREE***



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NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

ANNOUNCEMENTS

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Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Donation -
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Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-877-852-0368

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

WANTED EMPLOYMENT

Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org** or call 864-882-4719

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: oocas@netmids.com **You may include a photo. We will contact you if we find your pet.**

ADOPT A DOG! Save a Life!
Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip. Take a wonderful companion home today!
oconeehumane.org
Call 882-4719

ADOPT A CAT! Save a Life!
Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip. Take a SWEET companion home today!

U-STOR-IT Mini Warehouse
Inside • Outside • No Camera Fenced • Not Gated • Lighted Old Clemson Hwy.
654-1000

oconeehumane.org
Call 882-4719

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No medical exam or health questions. Cash to help pay funeral and other final expenses.

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Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options. Request a FREE quote. Call now before the next power outage: 1-844-755-0366

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For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

MERCHANDISE UNDER \$100

For Sale!
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\$45
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AUCTIONS

ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers. **Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377**

Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings. 26 Park Hill Drive Lugoff, SC. Online Bidding through Thurs. January 18th at 2PM www.TheLigonCompany.com, Call 803-366-3535. Randy Ligon, CAI, CES, BAS SCAL1716 SCRL17640 SC AFL4120

ESTATE AUCTION – Saturday, January 13, 9:30 A.M. 4715 Augusta Hwy., Brunson, SC. Selling Contents of Welding Shop and Home! Farm Tractors, Farm Implements, 2021 Tracker 0x400 UTV, Welding Equipment, Lots of Tools, Utility Trailers, Shop Equipment, Lawn Mowers, Dodge Van, Honda Motorcycle, River Boat, Nice Furniture, Antiques, Glassware, Sterling & Much More! Preview: Friday Jan. 12 10 A.M. - 6 P.M. Browse web: www.cogburnauction.com 803-860-0712

NOTICE OF PUBLIC SALE:
Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672 864-885-0368 intends to sell the personal property described below. Everything sold is purchased AS-IS with money orders only. See and bid on all units 24/7 ending on December 29th, 2023, at 11:00 am@ www.Lockerfox.com Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. Brandon Vanblarcom Unit 0011 misc items; Michael Talley Unit 0305, Misc items; Julia Ford Unit 0447, misc items; Chalanda Goodine unit 0087 misc items.

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ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold a Auction of storage units in default of payment. The sale will occur as an Online Auction via www.storageauctions.com on 1/19/2024 at 1:00PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless listed otherwise below, the contents consist of household goods and furnishings. Micah Justus unit #108; Tatem Tollison unit #314; Jasmine Hunter unit #A101; Hala Searcy unit #A205; Alexis Smith unit #F3; Amanda Rogers unit #F808; Davonna Alex-

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ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). A request for a variance to allow a manufactured home with a different roof pitch than the permitted roof pitch to be placed at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). The meeting will be held in the City Council Chambers located at 206 N. Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

NOTICE OF APPLICATION
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0070.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS SUMMONS, LIS PENDENS AND NOTICES
C/A NO. 2023-CP-37-00262
Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. **SUMMONS: YOU ARE HEREBY SUMMONED** and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. **TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED** to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff's attorney. **LIS PENDENS: NOTICE IS HEREBY GIVEN** that an action has been commenced and is now pending in this Court upon Complaint of the above-named Plaintiff against the above-named Defendants to have the Court declare Plaintiff holds marketable, fee simple title to real property located in Oconee County, and any interest that may have been claimed by the above-named Defendants was extinguished by the tax sale conducted by the Delinquent Tax Collector of Oconee County. The real property which is the subject of this action is described as follows: All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Oconee, designated as Lots 8 and 9, as shown and more fully described on a plat thereof recorded in Plat Book J, Page 62, records of Oconee County, South Carolina. Tax Map Number: 500-17-02-002 Property Address: 221 Thompson Avenue, Walhalla, SC 29691

NOTICE OF FILING:
NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023. **NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI:** YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. **NOTICE OF ORDER APPOINTING ATTORNEY:** YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432,

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

MP Morris Law Firm, P.A.
Michael P. Morris, SC Bar #73560, 336 Old Chapin Rd., Lexington, S.C. 29072. Phone: 803-851-1076 Fax: 803-851-1978. Attorney for Plaintiff

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions: June, July, August, and November meetings, which will be only on the third Tuesday of each of these months;

December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina at 6 p.m.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2024 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.



THE JOURNAL

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Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. **The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety.** The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

***Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility.** The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

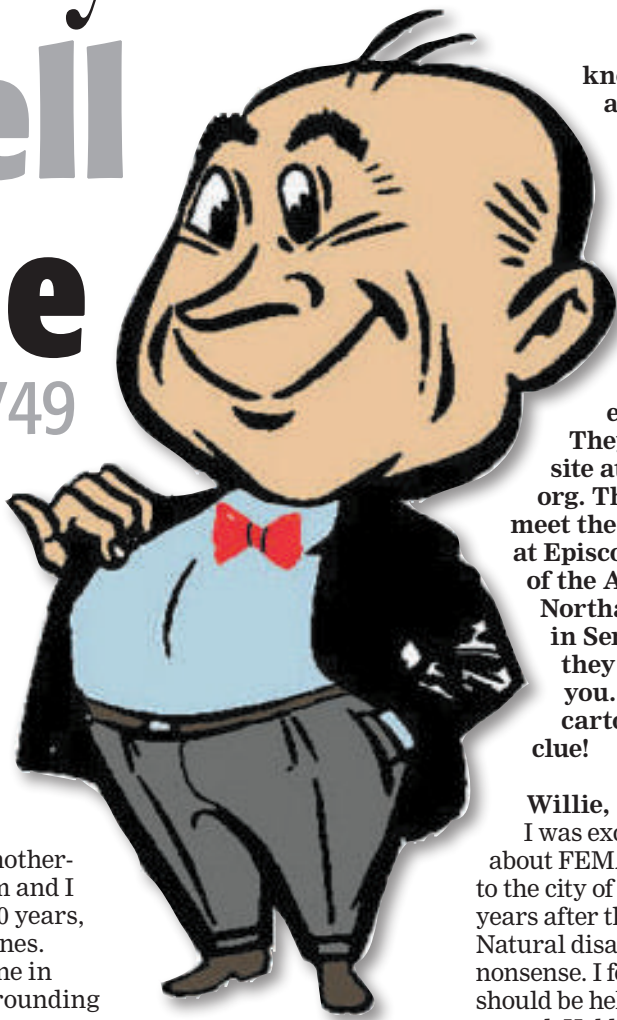
(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

I can't say that I like this idea ...

Tell Willie

CALL 916-9749



Willie, Just calling regarding this one letter about people riding around drunk on golf carts. Look, this state and all these idiots around here have to realize it's got wheels and it's on the road. It's a vehicle and that includes idiots on mopeds. OK, if it's got wheels, it's on a public road, it's a vehicle, and they are subject to the same laws. Any questions? Call the sheriff's office. They'll tell you the same thing.

Willie says: In my experience, there are two things about laws. First, folks have to abide by them. (Drunk folks don't make very smart choices.) Second, when they get violated, someone has to enforce the law by holding the violator accountable. Otherwise, they just keep getting away with it. The more they get away with it, it just

re-enforces their unlawful behavior. It's sure not fair to us law-abiding citizens.

Willie, I'd like to know if there's anyone local who makes home-made quilts. My mother-in-law makes them and I love them. After 60 years, I need some new ones. And is there anyone in Seneca or the surrounding areas that can use empty egg cartons? I hate to throw them away because they're perfectly good. Thank you.

Willie says: I don't know a stitch about quilting. (Ya see what I did there?) I do

know there is a Lake and Mountain Quilters Guild that's a 501(c) (3) organization serving Anderson, Oconee and Pickens counties.

They have a website at www.lmqg.org. They say they meet the first Monday at Episcopal Church of the Ascension on Northampton Road in Seneca. Maybe they can help you. As far as egg cartons, I have no clue!

Willie, I was excited to read about FEMA's payout to the city of Seneca, but years after the tornado? Natural disasters are no nonsense. I feel payout should be held in the same regard. Holding up these kinds of monies cannot be good for any budget let alone little ol' Seneca. Thoughts?

Willie says: I totally agree, but it's the federal government. What do you expect?

Willie, OK, folks, look into S.C. Bill 4927. They are trying to pass this. We need to kill this one. It is no good. We need to be in charge of our own health care, not let the state do it.

Willie says: It seems that both S.915 and H.4927 were introduced in January and voted out of committees with favorable reports. If passed, they will create a new secretary of Health and Policy. The governor appoints them with no qualification requirements. Sounds like a bad idea already. It takes many powers away from the General Assembly — the folks we elected. I can't say that I like this idea of creating a health czar.

And here are a few St. Patrick's Day themed reader-submitted jokes of the day!

Why did the leprechaun go outside?
To sit on his paddy-o.

What type of bow cannot be tied?
A rainbow.

What do ghosts drink on St. Patrick's Day?
BOOs.

What do you call an Irish spider?
Paddy long legs.

'Til next time!
Willie

COMMENTS ARE not intended to reflect views of The Journal's management or staff and are the opinions of readers submitting them. The Journal makes no guarantee of their accuracy. As for answers, ol' Willie does his best to get it right.

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CLASSIFIEDS

deposit with the Clerk of Court for Oconee County at conclusion of the bidding, five percent (5%) of the bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and the property sold on some subsequent sales day after due advertisement. Should the last and highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, the deposit shall be forfeited and the Clerk of Court for Oconee County may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). As a deficiency judgment is being Waived, the bidding will not remain open thirty days after the date of sale. Purchaser shall pay for preparation of deed, documentary stamps on the deed, and recording of the deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 3.25% per annum. The sale shall be subject to assessments, Oconee County taxes, easements, easements and restrictions of record, and other senior encumbrances.

s/Ryan J. Patane
S.C. Bar No. 103116
Benjamin E. Grimsley
S.C. Bar No. 70335
D'Alberto, Graham
& Grimsley, LLC
Attorneys for the Plaintiff
P.O. Box 11682
Columbia, S.C. 29211
(803) 233-1177
rpatane@dgglegal.com
bgrimsley@dgglegal.com

[CLERK'S SIGNATURE PAGE TO FOLLOW]

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE PROBATE COURT
C.A. No.:

SUMMONS

Anthony Black, for the
Estate of Divonte Elijah Black,
Petitioner,
vs.
Chanel Brown
Respondent.

TO THE RESPONDENT ABOVE-NAMED:
YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Petition in this matter, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to said Petition upon the subscriber at his office, 1700 Sunset Boulevard, P.O. Box 5709, West Columbia, South Carolina, 29171, within THIRTY (30) days from the service thereof, exclusive of the day of such service; and if you fail to answer the PETITION within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Petition.

MOORE BRADLEY MYERS, P.A.
By:
R. Nichols Riley, Jr.
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160
ATTORNEY FOR PETITIONER

West Columbia, South Carolina
February 6, 2024

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS
C/A No.: 2023-CP-37-00962

Mortgage Assets Management, LLC, Plaintiff, vs. Cathleen Strauss; Dallas Sayre; Joel Marsh; Jo Ann Marsh; William Marsh a/k/a Sidney Marsh, and any other Heirs-at-Law or devisees of

Emma C. Sayre, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; The United States of America, acting by and through its agent, the Secretary of Housing and Urban Development, Defendant(s), SUMMONS AND NOTICES (Non-Jury) FORECLOSURE OF REAL ESTATE MORTGAGE TO THE DEFENDANT(S) ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 339 Heyward Street, 2nd Floor, Columbia, SC 29201, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint. YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff. LIS PENDENS Notice is hereby given that an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Emma C. Sayre (hereinafter, "Mortgagor(s)") to Harvard Home Mortgage, Inc., its successors and assigns, a certain mortgage dated April 1, 2010 and recorded on April 30, 2010 in Book 2861 at Page 334, in the Oconee County Office of the Register of Deeds (hereinafter, "Subject Mortgage"). Thereafter, the Mortgage was transferred to the Plaintiff herein by assignment. The premises covered and affected by the said Mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described in the said Mortgage and are more commonly described as: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, Salem District, being known and designated as Lot Number One (1), Block "C", as shown and delineated upon a plat of survey prepared by Harold W. Hawkins, R.L.S., dated November 10, 1972, and recorded in Plat Book P-37, at page 180, Records of Oconee County, South Carolina, to which said plat reference is craved for a more particular description thereof. This conveyance is made subject to those easements and/or rights-of-way as may appear on the premises and/or of record and all zoning and setback requirements. Being all and the same lot of ground which by Warranty Deed dated March 17, 1987, and recorded March 17, 1987 among the Land Records of Oconee County, South Carolina in Book 489, Page 82, was granted and conveyed by Claude H. Swafford unto Emma C. Sayre and Harry Arnold Sayre as joint tenants with right of survi-

vorship. Thereafter, Harry Arnold Sayre died on or about November 13, 1998 vesting his interest in the subject property to Emma C. Sayre by operation of law. Parcel No. 075-00-03-037 Property Address: 251 Elaine Drive, Salem, SC 29676 ORDER FOR APPOINTMENT OF GUARDIAN AD LITEM AND APPOINTMENT OF ATTORNEY FOR UNKNOWN DEFENDANTS IN MILITARY SERVICE It appearing to the satisfaction of the Court, upon reading the filed Petition for Appointment of J. Marshall Swails, Esq. as Guardian ad Litem for known and unknown minors, and for all persons who may be under a disability, and it appearing that J. Marshall Swails, Esq. has consented to act for and represent said Defendants, it is ORDERED that J. Marshall Swails, Esq., 8 Williams Street, Greenville, SC 29601, be and hereby is appointed Guardian ad Litem on behalf of all known and unknown minors and all unknown persons who may be under a disability, all of whom may have or claim to have some interest or claim to the real property commonly known as 251 Elaine Drive, Salem, SC 29676; that he is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of Guardian or Guardians ad Litem for said Defendants. AND IT IS FURTHER ORDERED that J. Marshall Swails, Esq., 8 Williams Street, Greenville, SC 29601, be and hereby is appointed Attorney for any unknown Defendants who are, or may be, in the Military Service of the United States of America and as such are entitled to the benefits of the Servicemembers' Civil Relief Act aka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interest of said Defendants, AND IT IS FURTHER ORDERED that a copy of this Order shall be forth with served upon said Defendants by publication in The Journal, a newspaper of general circulation published in the County of Oconee, State of South Carolina, once a week for three (3) consecutive weeks, together with the Summons and Notice of Filing of Complaint in the above entitled action. NOTICE OF FILING OF COMPLAINT TO THE DEFENDANTS ABOVE NAMED: YOU WILL PLEASE TAKE NOTICE that the original Complaint, Lis Pendens, Certificate of Exemption from ADR in the above entitled action was filed in the Office of the Clerk of Court for Oconee County on December 21, 2023. D. Max Sims, Esq. (SC Bar: 103945) Bell Carrington Price & Gregg, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201 Phone (803) 509-5078 BCP No.: 23-58184 5807

NOTICE OF APPLICATION Notice is hereby given that California's Mexican Grill & Bar intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine & Liquor at 305 McCall Brothers Dr., Salem, SC 29676. To object to the issuance of this permit/license, written protest must be postmarked no later than March 10, 2024. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where

the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF OCONEE
NON-JURY MATTER
C/A-2024-CP-37-00074

James M. Cox and Susan N. Cox, Plaintiffs, vs. Waters Edge, Inc.; Water's Edge Homeowners Association, Inc.; Oconee County Forfeited Land Commission; Delinquent Tax Collector of Oconee County; Treasurer of Oconee County; and, also, any Defendants unknown claiming any right, title, or interest in the real estate described herein; Also, any persons who may be in the Military service of the United States of America, being a class designated as John Doe; and any unknown minors or Persons under a disability, being a Class designated as Richard Roe; Defendants.

LIS PENDENS NOTICE IS HEREBY GIVEN, that an action is now pending in this Court upon Complaint of the named Plaintiffs against the named Defendants, for removing any cloud from title to the real property which is the subject of this action, by reason of tax deeds in the chain of title filed in the office of the Register of Deeds for Oconee County, in Deed Book 2255, page 297, on March 30, 2017; Deed Book 2258, page 24, on April 6, 2017; and Deed Book 2258, page 18, on April 6, 2017; said property being conveyed to Ray Richard Garren, Jr. and Brook Fraiser Garren by deed from Oconee County Forfeited Land Commission filed in the office of the Register of Deeds for Oconee County, in Deed Book 2369, page 333, on June 15, 2018; the subject premises are situate in Oconee County, South Carolina, and described as follows: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 55, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2255, page 297, records of Oconee County, South Carolina. ALSO: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 56, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Pages 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2258, page 24, records of Oconee County, South Carolina. ALSO: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 57, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2258, page 24, records of Oconee County, South Carolina. ALSO: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 58, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2258, page 24, records of Oconee County, South Carolina. Tax Map No. 177-00-01-044

IT IS SO ORDERED s/R. Scott Sprouse, JUDGE #2752, TENTH JUDICIAL CIRCUIT 02/19/24

NOTICE OF APPLICATION FOR PROPOSED BANK MERGER

Dogwood State Bank
5401 Six Forks Road,
Raleigh, North Carolina 27609

Notice is hereby given that Dogwood State Bank, headquartered at 5401 Six Forks Road, Raleigh, North Carolina 27609, has submitted an application to the Federal Deposit Insurance Corporation for its consent to merge with Community First Bank, Inc., headquartered at 3685 Blue Ridge Boulevard, Walhalla, South Carolina 29691. The resulting institution upon consummation of the merger will be

YOU ARE HEREBY SUMMONED AND REQUIRED to Answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the undersigned at their offices at 107 North Fairplay Street [or at P. O. Box 795] in Seneca, South Carolina, thirty days after service upon you, exclusive of the day of service, and if you fail to Answer the Complaint within that time, the Plaintiffs will apply to the Court for the relief sought therein. YOU WILL FURTHER TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiffs will move for a general Order of Reference in this case to the Master in Equity for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the Master is authorized and empowered to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

DERRICK, RITTER, WILLIAMS & MORRIS, P.A.
s/Emma W. Morris
S.C. Bar No. 9080
107 N. Fairplay Street
Seneca, SC 29678
(864-882-2747)
Attorneys for the Plaintiffs
emma@drwmllaw.com
01/17/24

ORDER APPOINTING GUARDIAN AD LITEM AND APPOINTMENT OF ATTORNEY It appearing to the satisfaction of the Court, upon reading the filed Petition for appointment of Scott C. Allmon, Esquire, as Guardian ad litem for known and unknown minors, and for all persons who may be under a disability, it is ORDERED that Scott C. Allmon, 1606 Blue Ridge Blvd., Seneca, SC 29672, 864-306-4909, be and is hereby appointed as Guardian ad litem on behalf of all known and unknown minors, and for all persons who may be under a disability, all of whom who may have or claim to have some interest to the real property known as Lots 55, 56, and 57 of Waters Edge Subdivision; that he is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of a guardian or guardians ad litem for said Defendant. ORDERED that Scott C. Allmon, Esquire, Post Office Box 1247, Seneca, SC 29679, 864-882-4600, is appointed as attorney for any unknown Defendants who may be in the military service of the United States of America and may be, as such, entitled to the benefits of The Sailors' and Soldiers' Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interests of said Defendants, AND IT IS FURTHER ORDERED, that a copy of this Order shall be served on the Defendants by publication in the Daily Journal, a newspaper of general circulation, published in the County of Oconee, State of South Carolina, once a week for three consecutive weeks, together with the SUMMONS AND NOTICE of filing of Complaint in the above-entitled action.

IT IS SO ORDERED s/R. Scott Sprouse, JUDGE #2752, TENTH JUDICIAL CIRCUIT 02/19/24

NOTICE OF APPLICATION FOR PROPOSED BANK MERGER

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5401 Six Forks Road,
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Dogwood State Bank. It is contemplated that all offices of the above-named institutions will continue to be operated.

Any person wishing to comment on this application may file his or her comments, in writing, with the Regional Director of the Federal Deposit Insurance Corporation at its Regional Office, located at 10 Tenth Street, N.E., Suite 900, Atlanta, Georgia 30309, no later than March 31, 2024. The nonconfidential portions of the application are on file at the Regional Office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portions of the application file will be made available upon request.

The Seneca Planning Commission will hold a Public Hearing on Wednesday, March 20th, 2024, at 6:00 p.m. in the City Hall Council Chambers for hearing those persons interested in the following proposed Zoning Amendment's

Docket No: 1 ZA2024-03
Tax Map# 520-57-01-026
Property Owner: William Charlie Applicant: Danny Holtzman
Property Address: W South 4th Street
Present Zoning: PD-U
Requested Zoning: PD-R
Docket No 2: ZA2024-04
Repeal Ordinance 99-07 and adopt revised Zoning Ordinance for City of Seneca

Persons interested in the proposed amendment(s) to the Official Zoning Ordinance of the City of Seneca are invited to attend this meeting. The Planning Commission may recommend approval or denial of the request or may not take action. Seneca City Council has final authority on any zoning amendment.

The Seneca Zoning Board of Appeals will hold a Public Hearing on Thursday, March 21st, 2024, at 6:00 p.m. in the City Hall Council Chambers for the purpose of hearing those persons interested in the following proposed variance request to the Seneca Zoning Ordinance:

Zoning Variance Application:
Docket Item 1: VA-2024-02
Property Owner: Spencer Wilson Investments
Applicant: Spencer Wilson
Property Address: 11 Perry Ave.
Tax Map#: 520-30-07-004
Request: Variance from Section 522.6 Setbacks

There will be a public hearing at 6 pm on Tuesday, March 19, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2024-11 AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2023-16, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES. FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: PUBLIC HEARING: ORDINANCE 2024-11

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which *the annexed* is a true copy) was inserted in said papers on 03/01/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
03/01/2024

JESSICA L. WELLS Notary Public State of South Carolina My Commission Expires November 13, 2030

Forfeited Land Commission filed in the office of the Register of Deeds for Oconee County, in Deed Book 2369, page 333, on June 15, 2018; the subject premises are situate in Oconee County, South Carolina, and described as follows:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 55, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2255, page 297, records of Oconee County, South Carolina. ALSO: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 56, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2258, page 24, records of Oconee County, South Carolina. ALSO: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being designated as Lot 57, Waters Edge Subdivision, as shown on a plat thereof recorded in Plat Book A825, Paged 1-6, records of Oconee County, South Carolina. This is the identical property conveyed to the Oconee County Forfeited Land Commission by Deed of the Delinquent Tax Collector recorded in Deed Book 2558, page 18, records of Oconee County, South Carolina. Finally, all of said property was conveyed unto James M. Cox and Susan N. Cox by deed recorded in Deed Book 2563, page 299; Deed Book 3018, page 7, records of Oconee County, South Carolina. Tax Map No. 177-00-01-044

SUMMONS AND NOTICE TO THE DEFENDANTS ABOVE NAMED:

who may be under a disability, all of whom who may have or claim to have some interest to the real property known as Lots 55, 56, and 57 of Waters Edge Subdivision; that he is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of a guardian or guardians ad litem for said Defendant. ORDERED that Scott C. Allmon, Esquire, Post Office Box 1247, Seneca, SC 29679, 864-882-4600, is appointed as attorney for any unknown Defendants who may be in the military service of The United States of America and may be, as such, entitled to the benefits of The Sailors and Soldiers Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interests of said Defendants, AND IT IS FURTHER ORDERED, that a copy of this Order shall be served on the Defendants by publication in the Daily Journal, a newspaper of general circulation, published in the County of Oconee, State of South Carolina, once a week for three consecutive weeks, together with the SUMMONS AND NOTICE of filing of Complaint in the above-entitled action.

IT IS SO ORDERED
s/R. Scott Sprouse,
JUDGE #2752,
TENTH JUDICIAL CIRCUIT
02/19/24

NOTICE OF APPLICATION FOR PROPOSED BANK MERGER

Dogwood State Bank
5401 Six Forks Road,
Raleigh, North Carolina 27609

Notice is hereby given that Dogwood State Bank, headquartered at 5401 Six Forks Road, Raleigh, North Carolina 27609, has submitted an application to the Federal Deposit Insurance Corporation for its consent to merge with Community First Bank, Inc., headquartered at 3685 Blue Ridge Boulevard, Waihalla, South Carolina 29691. The resulting institution upon consummation of the merger will be

the following proposed variance request to the Seneca Zoning Ordinance:

Zoning Variance Application:
Docket Item 1: VA-2024-02
Property Owner: Spencer Wilson Investments
Applicant: Spencer Wilson
Property Address: 11 Perry Ave.
Tax Map#: 520-30-07-004
Request: Variance from Section 522.6 Setbacks

There will be a public hearing at 6 pm on Tuesday, March 19, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2024-11 AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2023-16, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE/EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.



Public Comment
SIGN IN SHEET
6:00 PM

March 19, 2024

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Sharon DeRidder	Planning Policy & 769 acres
2	Jeff Jones	" "
3		
4	James Mann	Sewer #254M local Action
5	John Morrey	Budgeting
6	Frankie Pearson	
7		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

March 19, 2024 ~ 6:00 p.m.

ORDINANCE 2024-11 AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2023-16, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2024-11
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

2024Mar19 Oconee County Council Meeting – Public Comment

Mr. Chairman, Members of this Council, Ms. Brock, & Mr. Root:

- Stated for the record: Jim Mann, Dist. 2 Taxpayer & on behalf of other taxpaying citizens of Oconee
- As members on this County Council, each of you affirmed the SC Oath for County and State Officers
- In doing so, you solemnly swore to "preserve, protect, and defend the Constitution of this State and of the United States – So help me God!"
- Unfortunately, when our elected officials prefer rather to *NOT PRESERVE, NOT PROTECT, AND NOT DEFEND THE SOUTH CAROLINA STATE CONSTITUTION*, then it becomes the duty of the good citizens of Oconee County South Carolina to seek justice through the courts – because...

THE CONSTITUTION CANNOT DEFEND ITSELF!

- **Regrettably**, this became our next course of action concerning the recent approval and enactment of county ordinance 2023-13 : A \$25MM "bond for sewer expansion"...
- Regardless of whether these deals are made in - This Board Room, In Executive Session, In The Owner's Office of the Local Paper and Real Estate Developer, or When Walking a Property Line in the Southern part of the County...

... WHEN THE DEALIN'S DONE, YOU HAVE TO LIVE WITH THE CONSEQUENCES – GOOD or BAD!

- Unfortunately, in this case...
 - If the decision is not made to right the wrongdoing, then the county will end up having to spend more hard-earned taxpayer's dollars to defend these Unconstitutional Actions!
- The choice is yours to make!

Respectfully,

JIM MANN

Jim Mann

20240319 - public comment - J. MANN

OATH FOR COUNTY AND STATE OFFICERS

1. Immediately return this completed, notarized oath form to:

The Honorable Mark Hammond
Office of the Secretary of State
1205 Pendleton Street, Suite 525
Columbia, South Carolina 29201
Attn: Boards and Commissions Division

2. Print your name, the office to which you have been appointed/elected, and your mailing address plainly.
Please write clearly.

PRINT NAME: _____

FOR REFERENCE

APPOINTED/ELECTED: _____
(Name of Board, Commission or Position)

MAILING ADDRESS: _____

ONLY

TERM TO EXPIRE: _____

STATE OF SOUTH CAROLINA

COUNTY OF _____

I do solemnly swear (or affirm) that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected (or appointed), and that I will, to the best of my ability, discharge the duties thereof, and preserve, protect and defend the Constitution of this State and of the United States. So help me God.

Sworn to and subscribed before me this

_____ day of _____, 20____

Signature of Appointed/Elected Official

Notary Public of South Carolina

My Commission Expires _____

*Please note that the document you are submitting is a public record, and the information contained therein is subject to public scrutiny or release.

20240319 - public comment - J. Mann

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

IN THE 10TH CIRCUIT

South Carolina Public Interest Foundation, Jim Mann, David Dial, Rachel Moore, Terri Meyerring, Carl Meyerring, Doug Muzik, Bruce Burrell, India Lancaster, John Wagner, Gwen McPhail, Lillian Lusk, and Linda Love, on behalf of all others similarly situated,
Plaintiffs,

CASE NO: 2024-CP-37-00 _____

SUMMONS

v.

Oconee County,
Defendants.

CITIZEN
PROVIDED
DOCUMENT
NOT
OCONEE COUNTY
PRODUCT

TO: DEFENDANTS:

You are hereby summoned and required to serve upon the attorney at the address below an Answer to the attached Complaint within 30 days of the date of service hereof. If you fail to do so, judgment by default will be entered against you for the relief demanded in the Complaint.

THE CARPENTER LAW FIRM, PC

s/ James G. Carpenter

S.C. Bar No. 1136

819 East North Street

Greenville, SC 29601

(864) 235-1269

jim@carpenterlawfirm.net

Attorney for the Plaintiffs

March 17, 2024

20240319_public comment - J. Mann

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS
IN THE 10TH CIRCUIT

South Carolina Public Interest Foundation, Jim Mann, David Dial, Rachel Moore, Terri Meyerring, Carl Meyerring, Doug Muzik, Bruce Burrell, India Lancaster, John Wagner, Gwen McPhail, Lillian Lusk, and Linda Love, on behalf of all others similarly situated,
Plaintiffs,

CASE NO: 2024-CP-37-00 _____

**COMPLAINT FOR
DECLARATORY JUDGMENT
AND INJUNCTIVE RELIEF**

v.

Oconee County,
Defendants.

CITIZEN
PROVIDED
DOCUMENT
NOT
OCONEE COUNTY
PRODUCT

NOW COME the Plaintiffs, by their undersigned attorney, and as a Complaint against the Defendants, would show unto the Court:

1. Plaintiff South Carolina Public Interest Foundation is a not-for-profit corporation organized and existing under the laws of the State of South Carolina and dedicated to the public interest, including the proper application and enforcement of South Carolina law and Constitution.
2. Plaintiffs Jim Mann, David Dial, Rachel Moore, Terri Meyerring, Carl Meyerring, Doug Muzik, Bruce Burrell, India Lancaster, John Wagner, Gwen McPhail, Lillian Lusk, and Linda Love are citizens, residents, taxpayers, and registered electors of Oconee County, South Carolina. They bring this action on behalf of themselves and all other citizens, residents, taxpayers, and registered electors of Oconee County.
3. The Defendant Oconee County ("County") is a political subdivision of the State of South Carolina.

4. This Court has jurisdiction pursuant to the South Carolina Constitution, the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-53-10 *et seq.*, and the South Carolina Rules of Civil Procedure.
5. This Court possesses jurisdiction under the following decisions, which address public interest standing and taxpayer standing: *South Carolina Public Interest Foundation v. Wilson*, 437 S.C. 334, 878 S.E.2d 891 (2022); *Adams v. McMaster*, 432 S.C. 225, 851 S.E.2d 703 (2020); *South Carolina Public Interest Foundation v. South Carolina Department of Transportation*, 421 S.C. 110, 804 S.E.2d 854 (2017); *South Carolina Public Interest Foundation v. Lucas*, 416 S.C. 269, 786 S.E.2d 124 (2016); *South Carolina Public Interest Foundation v. South Carolina Transportation Infrastructure Bank*, 403 S.C. 640, 744 S.E.2d 521 (2013); *Sloan v. Friends of the Hunley*, 393 S.C. 152, 711 S.E.2d 895 (2011); *American Petroleum Institute v. S.C. Dept. of Revenue*, 382 S.C. 572, 677 S.E.2d 16 (2009); *South Carolina Public Interest Foundation v. Harrell*, 378 S.C. 441, 663 S.E.2d 52 (2008); *Sloan v. Department of Transportation*, 379 S.C. 160, 666 S.E.2d 236 (2008); *Sloan v. Hardee*, 357 S.C. 495, 640 S.E.2d 457 (2007); *Cornelius v. Oconee County*, 369 S.C. 531, 633 S.E.2d 492 (2006); *Sloan v. Department of Transportation*, 365 S.C. 299, 618 S.E.2d 876 (2005); *Sloan v. Wilkins*, 362 S.C. 430, 608 S.E.2d 579 (2005); *Sloan v. Sanford*, 357 S.C. 431, 593 S.E.2d 470 (2004); *Sloan v. Greenville County*, 356 S.C. 531, 590 S.E.2d 338 (Ct. App. 2003); *Sloan v. School District of Greenville County*, 342 S.C. 515, 537 S.E.2d 299 (Ct. App. 2000); *Baird v. Richland County*, 333 S.C. 519, 511 S.E.2d 69 (1999), and *Newman v. Richland County Historic Preservation Commission*, 325 S.C. 79, 480 S.E.2d 72 (1997).

6. This action raises issues of great public importance, namely the unlawful, unconstitutional actions of public officials and the misuse of taxpayer money. “A resolution for future guidance is needed here because this case involves the conduct of government entities and the expenditure of public funds, a prompt decision is necessary, and it is likely the situation will occur in the future.” *Adams v. McMaster*, 432 S.C. 225, 236, 851 S.E.2d 703, 708 (2020).
7. Plaintiffs ask the Court to grant them standing as taxpayers, citizens and residents of Oconee County, and based upon the great public importance of the issues this action raises.
8. Venue is properly placed in Oconee County.
9. The Home Rule Act of 1975 is the source of authority for County Government. Prior to 1975, county government was an arm of the state government at the county level. Each year the state legislature passed a supply bill, which was the county budget.
10. Home Rule played an important role in “eliminat[ing] archaic provisions” of the Constitution by strengthening “proper safeguards for sound State, County, and Local governments. *South Carolina in Hosp. Ass’n of S.C., Inc. v. Cty. of Charleston* 320 S.C. 219, 225, 464 S.E.2d 113, 117 (1995).
11. The “West Committee” held hearings and conferences in the late 1960s to early 1970s seeking to place control of management of county and municipal affairs in the hands of local officials. *Hosp. Ass’n of S.C.*, 320 S.C. at 225, 464 S.E.2d at 117. The Committee unanimously recommended amendments to the Constitution in favor of Home Rule. *Id.*
12. The S.C. Constitution, as amended, provides:

The General Assembly shall provide by general law for the structure, organization, powers, duties, functions, and the responsibilities of counties, including the power to tax different areas at different rates of taxation related to the nature and level of governmental services provided.

Id., Article VIII, Sec. 7

13. Oconee County has implemented two of three phases of sewer projects in the Southern part of the County. Phases one and two were paid for primarily through state and federal grants and appropriations from general County funds.
14. This case addresses wastewater improvements or expansion beyond phase two and the financing for any additional phases through bonds.
15. On November 2, 2023, the County issued \$25,000,000 General Obligation Bonds, Series 2023 (the “2023 Bonds”) for the purpose of “(i) designing, acquiring, constructing, installing, equipping or rehabilitating various capital projects, including wastewater improvements and related equipment, and other capital projects, together with all appurtenances necessary, useful or convenient for the maintenance and operation of the same, and (ii) paying the costs of issuance of the Bonds.” See Official Statement for 2023 Bonds, Cover.¹
16. As set forth below, the Defendants violated the Constitution.
17. The South Carolina Constitution Article X, Section 14 provides that counties “shall have the power to incur indebtedness in the following categories and in no others: (a) General obligation debt; and (b) Indebtedness payable only from a revenue-producing project or from a special source as provided in subsection (10) of this section.” Section 14(2) further provides that such bonds may only be issued “upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in this section and Section 12 of this article.”
18. Article X, Section 12 of the State Constitution provides:

No law shall be enacted permitting the incurring of **bonded indebtedness** by any county for **sewage disposal or treatment**, fire

¹ Available at <https://emma.msrb.org/P21737547-P21334508-P21768579.pdf>

protection, street lighting, garbage collection and disposal, water service or any other service or facility benefitting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purposes shall be imposed upon the area or persons receiving the benefit therefrom.

S.C. Const. art. X, § 12 (emphasis added).

19. This section recognized the counties' enhanced powers and the restriction on the creation of new special purpose districts, all of which arose from the Home Rule amendments to the State Constitution in the 1970's. Following the Home Rule amendments on March 7, 1973, the General Assembly was bound by Article VIII, Section 7, which prohibited laws applicable only to a specific county. The same section empowered the Legislature to enact general laws granting counties "the power to tax different areas at different rates of taxation related to the nature and level of governmental services provided."
20. Should a county want to provide sewer services and support such activities with a tax or special assessment, the county is required to create a special taxing district under S.C. Code Ann. § 4-9-30(5)(a) may thereafter impose a uniform rate of taxation within the special taxing district. *See Ex parte Yeargin*, 295 S.C. 521, 523 (1988) (upholding Anderson County's special tax district for sewer service).
21. Section 12 expressly prohibits "bonded indebtedness by any county for sewage disposal . . . benefitting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purposes shall be imposed upon the area or persons receiving the benefit therefrom." *Id.*

22. The municipalities of Seneca, Walhalla, and Westminster have the exclusive right to provide sewer services within their municipal limits. The citizens of those cities will not benefit from the new sewer services.
23. The rural, mountainous, Northern part of the County is served primarily by private septic tanks, septic fields, and septic systems. The rural, mountainous, Northern part of the County will not benefit from the new sewer services in the Southern part of the County.
24. The upscale neighborhoods around Lake Keowee and Lake Jocassee are served by primarily by privately owned sewer systems. Those neighborhoods will not benefit from the new sewer services in the Southern part of the County.
25. Accordingly, the proposed new sewer services will only benefit a “particular geographical section of the [C]ounty.”
26. “Article X, § 12 of the Constitution *requires* the charge be assessed only on those who benefit from the new facilities.” *Robinson v. Richland Cnty. Council*, 293 S.C. 27, 32, (S.C. 1987) (emphasis in original).
27. Ordinance 2023-13, enacted September 5, 2023, (the “Bond Ordinance”) recites that “[t]he full faith, credit and taxing power of the County are irrevocably pledged to the payment of the principal and interest of the [2023 Bonds] as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County . . . an ad valorem tax, without limit as to rate or amount, sufficient for such purposes.” Bond Ordinance, § 11 (emphasis added).
28. The County could possibly use the bond proceeds for other lawful purposes that benefit the whole county, but not the planned sewer or wastewater services benefiting only the Southern part of the County.

29. The County cannot lawfully use the proceeds of the 2023 Bonds for wastewater improvements, and pledge the full faith, credit, and taxing power of the entire County. Rather it must impose and pledge “a special assessment, tax or service charge in an amount designed to provide debt service on [the 2023 Bonds]” in an area of the County that benefits from the new sewer service and does not encompass the municipal boundaries of Seneca, Walhalla, and Westminster.
30. The County’s stated intent to use the 2023 Bond proceeds for wastewater improvements, and pledge the full faith, credit, and taxing power of the entire County, without first imposing and pledging “a special assessment, tax or service charge in an amount designed to provide debt service on [the 2023 Bonds]” in an area of the County that benefits from the new sewer service and that does not encompass the municipal boundaries of Seneca, Walhalla, and Westminster, the rural, mountainous Northern part of the County, or the neighborhoods around Lake Keowee and Lake Jocassee served by private sewer systems, violates the State Constitution, Article X, Section 12.
31. The Plaintiffs will be immediately and irreparably impaired by the Defendants’ Constitutional violations.

WHEREFORE, having fully pled, the Plaintiffs pray the Court for the following:

1. That the Court declare that County’s stated intent to use the 2023 Bond proceeds for wastewater improvements, and pledge the full faith, credit, and taxing power of the entire County, without first imposing and pledging “a special assessment, tax or service charge in an amount designed to provide debt service on [the 2023 Bonds]” in an area of the County that benefits from the new sewer service and that does not encompass the municipal boundaries of Seneca, Walhalla, and Westminster, the rural,

mountainous Northern part of the County, or the neighborhoods around Lake Keowee and Lake Jocassee served by private sewer systems, violates the State Constitution, Article X, Section;

2. That the Court grant temporary, preliminary, and permanent restraining orders/injunctive relief against the Defendants' unconstitutional conduct;
3. That the Court grant Plaintiffs their costs and attorneys' fees of this action, pursuant to S.C. Code Ann. § 15-77-300 and Rule 54 SCRPC; and
4. For such other and further relief as the court deems just and proper.

Respectfully submitted,

THE CARPENTER LAW FIRM, PC

s/ James G. Carpenter

S.C. Bar No. 1136

819 East North Street

Greenville, SC 29601

(864) 235-1269

jim@carpenterlawfirm.net

Attorney for the Plaintiffs

March 17, 2024



OCONEE COUNTY COUNCIL
RECUSAL FORM

Council Member Name: Glen Hart
[Please Print]

Council Member Signature: Glen J. Hart

Meeting Date: 3/19/24

Item for Discussion / Vote: Ord 2024-04

Reason for Recusal: I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: Ordinance origination

Jennifer C. Adams
Jennifer C. Adams
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]